

SOLICITATION, OFFER AND AWARD			1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING		PAGE 1 OF 72 PAGES		
2. CONTRACT NO.		3. SOLICITATION NO. DTRS57-02-R-20020		4. TYPE OF SOLICITATION <input type="checkbox"/> SEALED BID (IFB) <input checked="" type="checkbox"/> NEGOTIATED BID (RFP)		5. DATE ISSUED 10/02/2002		6. REQUISITION/PURCHASE NUMBER 74-3197	
7. ISSUED BY U.S. DOT/RSPA/Volpe Center 55 Broadway Cambridge MA 02142				CODE DTS-852		8. ADDRESS OFFER TO (If other than Item 7)			
NOTE : In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder"									
SOLICITATION									
9. Sealed offers in original and 5 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if handcarried, in the depository located in SEE BLOCK #7 until 1500 ET local time 11/05/2002 (Hour) (Date)									
CAUTION : LATE Submissions, Modifications and Withdrawals : See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.									
10. FOR INFORMATION CALL:		A. NAME Jackson Rector		B. TELEPHONE (NO COLLECT CALLS) AREA CODE 617 NUMBER 494-2190 EXT.			C. E-MAIL ADDRESS rector@volpe.dot.gov		
11. TABLE OF CONTENTS									
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<input checked="" type="checkbox"/>	B	SUPPLIES OR SERVICES AND PRICES/COST		3	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.				
<input checked="" type="checkbox"/>	C	DESCRIPTION/SPECS./WORK STATEMENT		4	<input checked="" type="checkbox"/>	J	LIST OF ATTACHMENTS		36
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OFFER (Must be fully completed by offeror)									
NOTE : Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.									
12. In compliance with the above, the undersigned agrees, if this offer is accepted within calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.									
13. DISCOUNT FOR PROMPT PAYMENT (See Section I, Clause No. 52-232-8)		10 CALENDAR DAYS %		20 CALENDAR DAYS %		30 CALENDAR DAYS %		CALENDAR DAYS %	
14. ACKNOWLEDGEMENT OF AMENDMENTS (The offeror acknowledges receipt of amendments to the SOLICITATION for offerors and related documents numbered and dated):		AMENDMENT NO.		DATE		AMENDMENT NO.		DATE	
15A. NAME AND ADDRESS OF OFFEROR		CODE		FACILITY		16. NAME AND TITLE OF PERSON AUTHORIZED TO SIGN OFFER (Type or print)			
15B. TELEPHONE NUMBER AREA CODE NUMBER EXT.		15C. CHECK IF REMITTANCE ADDRESS IS DIFFERENT FROM ABOVE - ENTER SUCH ADDRESS IN SCHEDULE.		17. SIGNATURE		18. OFFER DATE			
AWARD (To be completed by government)									
19. ACCEPTED AS TO ITEMS NUMBERED		20. AMOUNT		21. ACCOUNTING AND APPROPRIATION					
22. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION : <input type="checkbox"/> 10 U.S.C. 2304(c) () <input type="checkbox"/> 41 U.S.C. 253(c) ()				23. SUBMIT INVOICES TO ADDRESS SHOWN IN (4 copies unless otherwise specified)			ITEM		
24. ADMINISTERED BY (If other than item 7)				CODE		25. PAYMENT WILL BE MADE BY			CODE
26. NAME OF CONTRACTING OFFICER (Type or print)				27. UNITED STATES OF AMERICA (Signature of Contracting Officer)			28. AWARD DATE		

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

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SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS**B.1 CONTRACT TYPE (OCT 2001)**

A. This is an indefinite delivery/indefinite quantity (ID/IQ) task order contract. Requirements will be placed under this contract through the issuance of task orders.

B. Due to the variety of services required under the contract and the circumstances that affect their duration and definition, task orders may be issued on a cost-plus-fixed-fee (CPFF) completion, or cost-plus-fixed-fee (CPFF) terms basis at the Contracting Officer's discretion based on the guidelines provided in Part 16 of the Federal Acquisition Regulations.

C. Individual cost-plus-fixed-fee task orders will be issued on a completion type basis pursuant to FAR 16.306(d)(1) whenever possible. If a completion type task order is not appropriate, a term type task order may be issued, pursuant to FAR 16.306(d)(2).

D. The Contract Line Item Number (CLIN) structure provided in SUBSECTION B.3 below establishes a CLIN for the two contract type/pricing methods available for use under this contract. Because using a particular contract type/pricing methodology requires terms and conditions specific to that use, this contract includes terms and conditions covering cost-plus-fixed-fee completion and cost-plus-fixed-fee term tasks. In general these terms and conditions are clear on their face with regard to applicability. However, where unclear contract provisions that apply only to a certain type of contract will be differentiated, a task will be issued in only one type. Individual task orders will contain and be governed by only those clauses applicable to the contract type/pricing methodology chosen for that task.

B.2 CONTRACT LIMITATIONS (OCT 2001)

A. Maximum Contract Value: The value of all task orders placed under all contracts awarded shall not exceed [Insert dollar amount].

B. Minimum Guarantee: The guaranteed minimum is \$2,500.00.

B.3 CONTRACT LINE ITEMS (CLINs) (MAY 1999)

CLIN	SERVICES
0001	Technological capabilities to support programmatic activities in the area of restraint systems effectiveness and related studies.
0001AA	Cost Plus Fixed Fee - Completion Type
0001AB	Cost Plus Fixed Fee - Term Type

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 STATEMENT OF WORK/SPECIFICATIONS (DEC 1998)

The Contractor shall furnish the necessary personnel, material, services, and facilities (except as otherwise specified), required to comply with the Statement of Work/Specifications.

STATEMENT OF WORK

Restraint Systems Effectiveness and Related Studies

1. INTRODUCTION

The Volpe National Transportation Systems Center (Volpe Center) has been performing vehicle crashworthiness studies for the Office of Research and Development of the National Highway Traffic Safety Administration (NHTSA) and other organizations in support of the Department of Transportation's goal to reduce fatalities and injuries on the nation's highways. As part of this effort, analytical and experimental studies are required. The relevant fields of research required for this contract include vehicle and occupant dynamics, bioengineering, and test instrumentation. Specific tasks will be defined through Task Orders on the basis of specific need, intermediate results derived from ongoing studies, and vehicle crashworthiness data obtained from accident statistics. The Task Orders will include crash victim simulation, sled tests with anthropomorphic dummies, and parametric investigation of proposed safety measures to minimize harm. These efforts are critical to the Department's mission to improve safety. The Contractor shall provide test data and analytical results, as defined by the Government during the duration of the contract, in conformance with the Task Orders.

2. OBJECTIVES

The primary purpose of the research is to evaluate the potential effectiveness of vehicle occupant restraint systems, including seat belts, air bags and other safety features during highway vehicle crashes. This shall be accomplished by any or all of the following means:

- a. Development and extension of vehicle and occupant simulation models, including the representation of vehicle structural components, restraint systems and occupant body segments.
- b. Parametric analyses utilizing occupant simulation models.
- c. Sled tests utilizing anthropomorphic dummies.
- d. Experimental determination of mechanical properties of restraint system components.
- e. Analysis of effectiveness of existing and proposed occupant restraint systems.
- f. Evaluation of other vehicle safety features relevant to occupant crash protection.

Knowledge and facilities related to the above areas and capabilities in engineering, biomechanics, and instrumentation shall be required for the performance of tasks defined in the Task Orders.

3. ITEMS OF WORK

The Contractor shall furnish the necessary personnel, facilities and materials appropriate to provide the support defined in the following items of work. Detailed tasks will be specified in Task Orders during the duration of the contract.

Item 1 - Performance Plan

In response to the requirements of each Task Order the Contractor shall develop a Performance Plan to be approved by the Contracting Officer's Technical Representative (COTR). The Performance Plan shall include, as applicable, the following:

- a. Definition of the task objectives.
- b. Study approach, including experimental and analytical methods.
- c. Detailed schedule for the task.
- d. Itemized cost and spending plan.
- e. Test procedures, test equipment, test instrumentation, and calibration procedures.
- f. Sources of data.
- g. Criteria for the acceptability of data.
- h. Criteria for the critical review of test and study findings.
- i. Anticipated limitations on the use of the results.
- j. List of interim checks on the usefulness of results and methods, including calibration and test results.
- k. Preliminary report outline and format of data to be provided on computer tapes, disks, test films, or test materials.
- l. Plan and schedule for the acquisition of all equipment and anthropomorphic dummies.

Item 2 - Test and Analytical Efforts

Upon the approval of the Performance Plan, the Contractor shall perform the tests and analyses as required by the Task Order. Consistent with the objectives delineated above the Contractor shall meet the following requirements with regard to test procedures:

- a. Calibrate dummies in environmentally controlled areas in accordance with requirements specified in the Code of Federal Regulations (Ref.49 CFR, Ch.V, Part 572).
- b. Procure, modify and install test bucks for sled tests.
- c. Prepare, modify and install other test components, such as restraint systems, for sled tests.
- d. Position anthropomorphic dummies and install restraint systems in test buck in accordance with test requirements. Items such as dummy position, restraint system component locations, belt tightness and other relevant data shall be recorded and photographed.
- e. Install and calibrate test instrumentation.
- f. Perform sled tests and record data in accordance with specified formats.

- g. Perform crash victim analyses utilizing crash victim simulations.
- h. Compare and/or reconcile analytical and test data.
- I. Assess the effectiveness of restraint systems.
- j. Perform tests on restraint system materials and components to determine mechanical properties for modeling purposes.
- k. Report findings in accordance with the requirements specified in Item 3 below.

Item 3. - DELIVERABLES

For each Task Order the Contractor shall prepare and submit the following items:

- a. Performance Plan - The Contractor shall submit the proposed Performance Plan within 10 days of award of a Task Order. The Contractor shall deliver five (5) copies of a Task Order Performance Plan, as defined in Item 1. Government responsibilities which impact contractor performance shall also be identified. The Performance Plan requires the approval of the COTR. The COTR will review the Performance Plan and provide the Contractor with comments within two (2) weeks after its receipt.
- b. Monthly Progress Reports - Monthly Progress Reports summarize highlights of the contractor's monthly effort, briefly cover problem areas and proposed solutions, present a brief technical discussion, comment on the scheduled progress of the study, and conclude with the anticipated work to be covered in the succeeding month.
- c. Final Technical Reports - A Final Technical Report, including data obtained, interpretation of results, and any recommendations for further actions shall be prepared and submitted within thirty (30) days after completion of the Task Order

4. GOVERNMENT FURNISHED EQUIPMENT

The Government will furnish anthropomorphic dummies and related instrumentation required for sled tests.

SECTION D - PACKAGING AND MARKING

D.1 PACKAGING (May 1999)

The Contractor shall ensure that all items are preserved, packaged, packed, and marked in accordance with best commercial practices to meet the packing requirements of the carrier and ensure safe delivery at destination.

D.2 MARKING (May 1999)

All items submitted to the Government shall be clearly marked as follows:

- A. NAME OF CONTRACTOR;
- B. CONTRACT NUMBER;
- C. TASK ORDER NUMBER; (If Applicable)
- D. DESCRIPTION OF ITEMS CONTAINED THEREIN;
- E. CONSIGNEE'S NAME AND ADDRESS; and
- F. If applicable, packages containing software or other magnetic media shall be marked on external containers with a notice reading substantially as follows: "CAUTION: SOFTWARE/MAGNETIC MEDIA ENCLOSED. DO NOT EXPOSE TO HEAT OR MAGNETIC FIELDS".

SECTION E - INSPECTION AND ACCEPTANCE

E.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.246-8	Inspection of Research and Development Cost-Reimbursement.	MAY 2001
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E.2 GOVERNMENT REVIEW AND ACCEPTANCE (May 1999)

A. Technical inspection and acceptance of all work, performance, reports, and other deliverables under this contract shall be performed at the location specified in an individual task order. The task order shall also designate the individual responsible for inspection and acceptance, as well as the basis for acceptance. Task order deliverable items Rejected shall be corrected in accordance with the applicable clauses.

B. Unless otherwise stated in the individual task order, the Government requires a period not to exceed thirty (30) days after receipt of the final deliverable item(s) for inspection and acceptance or rejection. Final acceptance rests with the Contracting Officer or designee.

SECTION F - DELIVERIES OR PERFORMANCE

F.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

FEDERAL ACQUISITION REGULATION (48 CFR CHAPTER 1) CLAUSES

52.242-15 Stop-Work Order. (AUG 1989) APR 1984

F.2 PERFORMANCE PERIOD - (MAY 1999)

A. The ordering period of this contract is three (3) years from the effective date of award (See Section I, FAR 52-216-18, Ordering). The Contractor shall not be required to make deliveries under this contract beyond three years from the date of award. (See Section I, FAR 52.216-22).

B. The period of performance, deliverables, and milestones shall be specified in each task order.

F.3 DELIVERIES (JULY 2000)

Delivery of supplies, services, written documents, etc., (including required formats and delivery locations) will be in accordance with the task order requirements. All correspondence and reports related to each task order shall be delivered to the cognizant CO and/or designated CO's Technical representative (COTR) as specified in the task order.

F.4 CONTRACT PROGRESS REPORT - (MAY 1999)

A. A Contractor which has been awarded one or more task orders shall provide monthly overall progress reports. The progress reports shall be provided to the Contracting Officer or his designee not later than the 15th of each month. The reports shall be submitted in a designated format. The Government may require submission of reports electronically in a format to be specified.

B. The monthly progress reports shall address all activity under the contract through the last day of the previous month.

C. The monthly progress report shall contain the following information:

(1) A listing of all new task orders accepted for the preceding month, including, for each:

- a. Task order number and date of issuance;
 - b. Brief description of work covered by task order, including estimated hardware/software amounts (if applicable);
 - c. Amount obligated under task order;
 - d. Total potential task order amount (including options);
 - e. Key milestones (including date of first and last deliverable);
 - f. Subcontractor information, if applicable (including name(s), classification of subcontractor (i.e., small, disadvantaged, large, etc.), type of effort being performed, estimated amount/percentage of work to be done by subcontractor(s));
 - g. Type of task order (i.e., FFP, CPFF, CPAF); and
 - h. Key personnel assigned to task order, including prime Contractor contact point and phone number for task order.
- (2) A listing of all ongoing task orders (excluding those from paragraph (1) above) including:
- a. task order number and date of issuance;
 - b. Any modifications to the task order;
 - c. Summary of dollars expended to date per task order;
 - d. Estimated percentage of work yet to be completed on the task order;
 - e. Progress in meeting subcontracting goals and performance measures under the task order (if applicable); and
 - f. Any updates/revisions to the information provided under paragraph (c)(1) of this clause.
- (3) A listing of all completed task orders, including:
- a. task order number and date of issuance;
 - b. Number and value of modifications issued for the task order;
 - c. Completion date of task order and whether or not inspection and acceptance has been performed by Government;
 - d. Total dollar amount of task order, including modifications;
 - e. Success/failure in meeting subcontracting goals and performance measures under the task order (if applicable);
 - f. Any updates/revisions to the information provided under paragraph (C)(1) or (C)(2) of this clause; and
 - g. Status of performance evaluation comments.
- (4) Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of any task order and any perceived problems which affect the base contract.
- D. The data required in paragraphs (A) through (C) above, along with other relevant information required, shall be subject to inclusion in a past performance database developed and maintained by the Government.

F.5 MONTHLY TASK ORDER PROGRESS REPORTS - (MAY 1999)

A monthly progress report shall be submitted for all ongoing task orders. The Volpe Center may require that the report be submitted in a designated format. At a minimum, the report will cover the following items:

- A. The work performed during the previous month.
- B. Significant findings, problems, delays, events, trends, etc. during the reporting period which result from or affect the performance of the task order.
- C. Detailed technical description of the work planned for the next reporting period.
- D. Specific action requested of the Government to assist in the resolution of a problem or to effect the timely progression of the task order.
- E. An up-to-date schedule of the work performed and work to be performed under the task order. A chart shall be presented reflecting planned project accomplishments versus actual accomplishments in terms of time.

F.6 MONTHLY TASK ORDER COST REPORTS - (JULY 2000)

Monthly cost reports will be submitted by the Contractor, except for fixed price tasks, setting forth monthly and cumulative (1) direct labor hours by categories as set forth in the task including subcontract hours, and (2) elements of cost by direct loaded labor dollars, subcontracts, and other direct costs, etc., which have been incurred and/or committed. Proprietary rate information should not be disclosed. The costs that have been committed but are unpaid to date will be noted. Where cumulative amounts on the monthly reports differ from the aggregate amounts contained in the request(s) for contract financing payments covering the same period, the Contractor must provide a reconciliation of the difference as part of the monthly report. In these reports, the Contractor shall also make its current assessment of completing the remaining work within the remaining funds. A graph shall be prepared by the Contractor using the vertical axis for dollars and the horizontal axis for time that shows actual and projected rates of expenditures for the Task Order. Within thirty (30) days after completion of work under the task order, the contractor shall include in its monthly report its estimate of the total allowable cost incurred under the task order; and in the case of a cost underrun, the amount by which the estimated cost of the task may be reduced to recover excess funds pending final closeout of the task order. **THE SUBMISSION OF THESE REPORTS DOES NOT RELIEVE THE CONTRACTOR OF ITS RESPONSIBILITY UNDER THE LIMITATION OF COSTS OR FUNDS CLAUSES, APPLICABLE TO EACH TASK ORDER AND IDENTIFIED IN SECTION I OF THIS CONTRACT.** The Volpe Center may require that the report be submitted in a designated format.

F.7 TECHNICAL REPORTS - TASK ORDER CONTRACTS (SEP 1999)

Task orders that identify technical reports as a deliverable will culminate in one of two types: letter type or technical. The letter type will be used primarily for smaller tasks such as data validation, field support, task planning documents, literature searches, analysis plans, conference planning documents, and schedules. A formal technical report may be required for major tasks and may include earlier letter type reports as subsections. The task order will specify the type of reports as well as the formatting and the number of copies required. The reports submitted shall be subject to review and approval by the Volpe Center Contracting Officer's Technical Representative (COTR) or Task Order COTR and, if necessary, will be modified and resubmitted. The Contractor shall submit a final report incorporating the COTR's comments on the draft final report. The number and delivery schedule will be specified in each task order. Most final reports shall be submitted on disks and in hard copy in a format specified in the task order.

F.8 REPORTS OF WORK - REPORT DISTRIBUTION (MAY 1999)

Nothing set forth herein regarding number of copies shall be construed as authority to disregard the provisions of the clause of this contract entitled "GPO Printing Requirement."

A. Contract Progress Report

1 copy Contracting Officer (CO) or Administrative Contracting Officer (ACO)
1 copy Contracting Officer's Technical Representative (COTR)

B. Monthly Task Order Progress Reports:

1 copy CO/ACO
1 copy COTR
1 copy Task Order COTR (as applicable)

C. Monthly Task Order Cost Reports:

1 copy CO/ACO
1 copy COTR
1 Copy Task Order COTR (as applicable)

D. Technical Reports

The number of copies and recipients will be determined in each task order. The Contractor shall provide a copy of the cover letter transmitting final submission of technical deliverables to the designated ACO.

F.9 ELECTRONIC AND INFORMATION TECHNOLOGY ACCESSIBILITY

All electronic and information technology deliverables rendered under this Contract must comply with Section 508 of the Rehabilitation Act and the Electronic and Information Technology Accessibility Standards issued by the Architectural and Transportation Barriers Compliance Board in response to Section 508 of the Rehabilitation Act of 1973,

1998 Amendments (Access Board Standards) available for viewing at <http://www.section508.gov>. Exceptions to this requirement are available under limited circumstances, as described in FAR Subpart 39.4.

If fully compliant commercial items are not available in time to meet the delivery requirements or would otherwise impose an undue burden on the Government, the Contractor, with the approval of the COTR, is required to purchase the commercial products that provide the greatest degree of compliance while satisfying other functional requirements. Depending on the planned use of the subject products, the technical evaluation values of compliance with the various Board standards will vary. Consequently, no pre-assigned technical evaluation weight can be given to compliance with the Access Board Standards. Evaluation of the degree of compliance must be considered among all other procurement requirements in reaching a decision on equipment acquisition, including technical specifications, cost, availability, and risk of failure. Section 508 standards constitute an additional set of requirements to be evaluated.

SECTION G - CONTRACT ADMINISTRATION DATA

G.1 1252.242-73 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (OCT 1994)

A. The Contracting Officer may designate Government personnel to act as the Contracting Officer's Technical Representative (COTR) to perform functions under the contract such as review and/or inspection and acceptance of supplies and services, including construction and other functions of a technical nature. The Contracting Officer will provide a written notice of such designation to the Contractor within five working days after contract award or for construction, not less than five working days prior to giving the Contractor the notice to proceed. The designation letter will set forth the authorities and limitations of the COTR under the contract.

B. The Contracting Officer cannot authorize the COTR or any other representative to sign documents (i.e., contracts, contract modifications, etc.) that require the signature of the Contracting Officer.

G.2 RESPONSIBILITY FOR CONTRACT ADMINISTRATION (DEC 1998)

Contracting Officer: The Contracting Officer (CO) has the overall responsibility for this contract. The CO alone, without delegation, is authorized to take actions on behalf of the Government to amend, modify, or deviate from the contract terms, conditions, requirements, specifications, details and/or delivery schedules. However, the CO may delegate certain other responsibilities to his/her authorized representatives.

Administrative Contracting Officer: An Administrative Contracting Officer (ACO) may be designated by the Contracting Officer. The duties of an ACO include but are not limited to: analyzing and making recommendations on the Contractor's proposals, offers, or quotations upon request of the Contracting Officer and approving Contractor's invoices in accordance with the terms of the contract.

Contracting Officer's Technical Representative: A Contracting Officer's Technical Representative (COTR) will be designated by the Contracting Officer. The responsibilities of the COTR include but are not limited to: inspecting and monitoring the Contractor's work; determining the adequacy of performance by the Contractor in accordance with the terms and conditions of this contract; acting as the Government's representative in charge of work at the site to ensure compliance with contract requirements in so far as the work is concerned; and advising the Contracting Officer of any factors which may cause delay in performance of the work. The COTR does not have the authority to make new assignments of work or to issue directions that cause an increase or decrease in the price of this contract or otherwise affect any other contract terms.

Task Order Contracting Officer's Technical Representative: The Contracting Officer may designate a Task Order Contracting Officer's Technical Representative (TOCOTR). The TOCOTR will perform the duties of the COTR in connection with the technical oversight of an individual task order.

The Contracting Officer, Administrative Contracting Officer, and Technical Representatives are located at:

DOT/RSPA/VOLPE CENTER
55 BROADWAY, KENDALL SQUARE
CAMBRIDGE, MA 02142-1093

G.3 ORDERING (DEC 1998)

A. The Government will order any supplies and services to be furnished under this contract by issuing by mail, facsimile, or electronically task orders on Optional Form 347 or an agency prescribed form. In addition to the Contracting Officer, the following individuals are authorized ordering officers:

Designated Administrative Contracting Officers

B. A Standard Form 30 will be used to modify task orders.

C. An authorized company officer of the Contractor shall acknowledge receipt of each task order within three (3) calendar days.

D. Each task order issued may incorporate the Contractor's technical and/or cost proposals and will include an estimated cost and fixed fee or award fee or a total fixed price in the case of a fixed price task order set forth as a ceiling price. If the task order is incrementally funded, the amount available for payment and allotted to the task will also be specified. The Limitation of Funds and/or the Limitation of Cost clauses will control notification requirements when the Contractor has reason to believe it will experience an overrun of the estimated cost or allocated funds specified in a cost reimbursable type task order.

E. Under no circumstances will the Contractor start work prior to the issue date of the task order unless specifically authorized to do so by the ordering officer. Any work commenced prior to the date of authorization or task issuance will be considered unauthorized and will not be subsequently ratified.

G.4 ACCOUNTING AND APPROPRIATION DATA (MAY 1999)

Each individual task order shall specify the Accounting and Appropriation Data from which payment shall be made.

G.5 INCREMENTAL FUNDING OF TASK ORDERS (OCT 2001)

Pursuant to FAR 52.232-22, Limitation of Funds (APR 1984), incorporated by reference herein, task orders issued under this contract may be incrementally funded.

A. When a term form task order is incrementally funded, the following clause will be set forth in full in the task order:

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (TERM FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) by \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) to \$(TO BE COMPLETED AT TIME OF AWARD OF TASK). The amount allotted to the estimated cost is increased from \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) by \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) to \$(TO BE COMPLETED AT TIME OF AWARD OF TASK). The amount obligated for the fixed fee/award fee is increased from \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) to \$(TO BE COMPLETED AT TIME OF AWARD OF TASK). This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only.

(2) The estimated level of effort applicable to the incremental funding provided herein is (TO BE COMPLETED AT TIME OF AWARD OF TASK) professional labor-hours.

(3) The incremental funding provided herein is estimated to be adequate for services performed through (TO BE COMPLETED AT TIME OF AWARD OF TASK).

B. When a completion-type task order is incrementally funded, the following clause will be set forth in full in the task order.

LIMITATION OF LIABILITY - INCREMENTAL FUNDING (COMPLETION FORM)

(1) The amount available for payment for this incrementally funded task order is hereby increased from \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) by \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) to \$(TO BE COMPLETED AT TIME OF AWARD OF TASK). The amount allotted to the estimated cost is increased from \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) by \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) to \$(TO BE COMPLETED AT TIME OF AWARD OF TASK). The amount obligated for the fixed fee/award fee is increased from \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) to \$(TO BE COMPLETED AT TIME OF AWARD OF TASK). This modification involves no change in the total level-of-effort, estimated costs or fixed fee/award fee of this contract, unless otherwise specified herein. The Limitation of Funds clause, FAR 52.232-22, applies to the amount allotted to cover the estimated costs only.

(2) The incremental funding provided herein is applicable to the tasks and deliverables specified in (TO BE COMPLETED AT TIME OF AWARD OF TASK).

G.6 PAYMENT AND CONSIDERATION (MAY 1999)

Contract clauses regarding payment processes and consideration will differ depending on the contract type/pricing methodology used in the task order, and on the socio-economic status of the firm performing the task order. Specific clauses to be used in each case are provided below.

A. The following clauses are applicable to Cost-Plus-Fixed-Fee task orders:

CONSIDERATION - COST-PLUS-FIXED-FEE

(1) Subject to the clauses Limitation of Cost (FAR 52.232-20), Allowable Cost and Payment (FAR 52.216-7), and Fixed Fee (52.216-8), the total allowable cost of this task shall not exceed \$(TO BE COMPLETED AT TIME OF AWARD OF TASK), which is the total estimated cost of the Contractor's performance hereunder exclusive of fixed fee. In addition, the Government shall pay the Contractor a fixed fee of \$(TO BE COMPLETED AT TIME OF AWARD OF TASK) for the performance of this task.

(2) The Contractor shall be provisionally reimbursed indirect expenses on the basis of billing rates approved by the Cognizant Federal Agency (CFA) pending establishment of final indirect rates.

(3) The final indirect expense rate pertaining to the contract shall be those determined for the appropriate fiscal year in accordance with FAR 42.705 and FAR 52.216-7.

G.7 PAYMENTS UNDER COST REIMBURSEMENT CONTRACTS - (MAY 1999)

A. One original and five copies of an invoice or contract financing requests or invoices shall be submitted covering the amount claimed to be due and services rendered and cost incurred thereunder. Under indefinite delivery/indefinite quantity contracts, separate invoices or contract financing requests must be submitted for each task. However, all interim payment requests for tasks under the contract must be submitted concurrently each month and only one contract level completion invoice shall be submitted. The completion (final) invoice is the last voucher to be submitted for incurred, allocable, and allowable costs expended to perform all task orders issued under the contract. This contract-level voucher should include all reserves, allowable cost withholdings, balance of fixed fee, etc. The final contract level invoice shall include current and cumulative charges for amounts claimed under each task by major cost element and the fixed fee relative to each task. NOTE: Under no circumstances can funds obligated under one task be used to pay costs incurred or fee earned under another task.

B. In addition to the information required by FAR 52.216-7 and FAR 52.232-25 incorporated by reference in Section I, an invoice or contract financing payment request must meet the following requirements:

(1) Consecutively number each interim payment request beginning with No. 1 for each task.

(2) The voucher shall include current and cumulative charges by major cost element such as direct labor, overhead, and other direct costs. Cite direct labor hours incurred by the prime contractor and each subcontractor. Other direct costs must be identified, e.g., travel, per diem, material, and equipment.

(3) Requests for contract financing or invoices must clearly indicate the period of performance for which payment is requested and Volpe Center accounting information necessary to process payments. When contracts or task orders contain multiple lines of accounting data, charges that cannot be assigned to a single line of accounting information should be allocated based on the percentage of total dollars unless otherwise specified.

(4) When the Contractor submits vouchers on a monthly basis, the period covered by invoices or requests for contract financing payments must be the same as the period for monthly progress reports reported under the contract or tasks. If, in accordance with FAR 52.216-7, the Contractor submits requests for invoices or contract financing payments more frequently than monthly, one payment request per month must have the same ending period as the monthly progress report.

(5) Pending settlement of the final indirect rates for any period, the Contractor shall be reimbursed at billing rates approved by the Cognizant Federal Agency (CFA). The Contractor shall ensure that any change in the identity of the CFA responsible for establishment of its indirect rate factors is made known to the Volpe Center ACO. These rates are subject to appropriate adjustments when revised by mutual agreement or when the final indirect rates are settled either by mutual agreement or unilateral determination by the CFA (see FAR 42.704). In accordance with FAR 52.216-7, the Contractor shall submit to the CFA a proposal for final indirect rates based on the Contractor's actual costs for the period, together with all supporting data. In addition, Contractors are required by the CFA to submit billing rate proposals, usually no later than 30 days after the close of its fiscal year, for the ensuing fiscal year to the CFA. Copies of the cover letter submitting the proposal must be provided to the Volpe Center ACO. The Contractor's failure to provide the rate proposal in a timely manner may impact payment of financing request and could ultimately result in suspension of the indirect expense portion. The Contractor shall provide copies of all rates established by the CFA to the Volpe Center ACO. It is imperative that the ACO be provided signed copies of all rate agreements since these rate agreements must be in the possession of the Volpe Center before any rates contained therein can be utilized by the Contractor for cost reimbursement.

G.8 PAYMENT OF FEE - COST-PLUS-FIXED-FEE - (OCT 2001)

A. Requests for provisional fee payment must be based on and be consistent with the information stated in the contract or task financing request. However, the request must be submitted separately.

B. For term-type task orders, a portion of any fixed fee specified in the task order will be paid on a provisional basis. The amount of such payments will be based on the ratio of direct professional labor hours expended during the covered period to the direct professional labor hours specified in the Task Order. Direct professional labor hours include only the labor categories specified for the Task Order such as engineers, scientists, technicians, statisticians, and programmers and not administrative or support personnel such as company management, typists, and key punch operators, even though such administrative

personnel are normally treated as direct labor by the Contractor. At the time of issuance, a term-type task order will state the requirements for earning full fixed fee by including one of the following clauses:

(1) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that the level of effort specified in the Task Order has been expended. If fewer direct labor hours are provided than set forth in the Task Order, the fee will be adjusted downward for each hour not provided.

(2) The total fee for each term-type task shall be payable upon acceptance of the work by the Government and upon receipt of a written certification from the Contractor that at least 90% of the level of effort specified in the Task Order has been expended. If the Contractor provides less than 90% of the level of effort specified in the Task Order, the fixed fee will be adjusted downward based on each hour not provided of the full level of effort specified. The Government may require the Contractor to provide additional effort up to 110% of the level of effort specified in the Task Order until the estimated cost has been reached without any increase in the fixed-fee.

C. For completion-type tasks if a performance is considered satisfactory, the Government may make provisional fee payments subject to FAR 52.216-8 on the basis of percentage of work completed, as determined by the Contracting Officer. The Contractor shall be required to complete the specified end product (e.g., a final report or working system) within the estimated cost as a condition for payment of the entire fixed fee. In the event the work cannot be completed within the estimated cost, the Government may require more effort without any increase in fee, provided the Government increases the estimated cost. If the Government chooses not to increase the estimated cost, the fixed fee payable will be based on the Contracting Officer's determination of the percentage of completion of the specified end product(s).

D. Provisional payment of fee will be subject to other relevant clauses of the contract including retainage.

G.9 PERFORMANCE EVALUATIONS (DEC 1998)

A. Performance evaluations shall be done for each completed task order over \$500,000 and for selected tasks for lower amounts as determined by the Contracting Officer. Performance evaluations shall also be completed at least annually for task orders that have a performance period in excess of one year. (The performance evaluation form shown in Attachment J.2, or equivalent form, shall be used.)

B. The Contracting Officer or designee shall submit the completed evaluation to the Contractor for comment. The Contractor shall have 30 days in which to respond. The Government will consider any comments provided by the Contractor before finalizing the Performance Report and the Contractor's comments will be attached to the Report.

G.10 VOUCHER REVIEW - (MAY 1999)

The Government may at its sole discretion arrange for a Contractor to review vouchers and supporting data submitted for payment under the provisions of this contract. The Contractor reviewing vouchers and supporting data will perform this function in accordance with contract provisions which prohibit disclosure of proprietary financial data or use of such data for any purpose other than to perform accounts payable services.

G.11 COST ACCOUNTING SYSTEM (MAY 1999)

A. Cost Accounting System

The Contractor shall maintain a job order cost accounting system that will accumulate costs incurred for each task order separately.

B. Task Order Proposal Preparation Cost

Submission of proposals in response to task order RFPs is not mandatory. Bid and proposal expenses incurred in connection with the preparation of task order proposals will be reimbursed in accordance with established practices; however, bid and proposal costs will not be reimbursed as direct costs.

C. Uncompensated Overtime

(The term "contract proposals" as used in this clause refers to proposals which may result in initial contract award. "Task order proposals" refers to proposals received in response to task order RFPs.)

Uncompensated overtime is defined as hours worked by Fair Labor Standards Act exempt employees in excess of 40 hours per week for which no compensation is paid in excess of normal weekly salary. An Offeror/subcontractor may include uncompensated overtime in its cost proposal only if the practice is consistent with its established accounting practices.

The Contractor/subcontractor's accounting system must record all direct and indirect hours worked, including uncompensated overtime.

Only those Contractors/subcontractors who included uncompensated effort in their contract proposals may utilize this accounting practice in a task order proposal or during performance. Similarly, task order proposals must include uncompensated effort consistent with contract cost proposals. Task order proposals which deviate from contract proposals must include an explanation for the deviation for the Contracting Officer's consideration.

The following clause will be included in each task order when the awardee or subcontractors included uncompensated overtime in their task order proposals:

This task order is based upon the Contractor's task order proposal dated _____ in which, of the total _____ hours required, _____ hours are estimated to be uncompensated as shown below.

Prime Contractor Workweek

Prime Contractor: _____

Division: _____

Task Order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
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Subcontractor Workweek

Subcontractor Name: _____

Division: _____

Task Order Labor Category	Total Hours	Compensated Hours	Uncompensated Hours
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During performance, the contractor must provide compensated and uncompensated hours in at least the same ratio as shown in the above schedule by labor category. If the Contractor anticipates that the ratio will not be achieved by the completion of the task order, the Contractor shall notify the Contracting Officer in writing, identifying the expected shortfall. The Contractor must offer to furnish the total level-of-effort included in the task order at no additional cost or fee. The notice shall be provided sufficiently in advance of the completion of the task order to allow the performance of all such hours within the task order term and within the total estimated cost and fixed fee for the task order. If the Contractor fails to provide such notice sufficiently in advance, the Contracting Officer at his/her sole discretion shall have the option of:

- (1) extending the term of the task order and requiring that the Contractor provide the total level of effort at no extra cost to the Government, or
- (2) reducing the cost to be reimbursed by an amount calculated by multiplying the number of hours of unworked uncompensated overtime by the average burdened labor rate for those labor categories and reducing the fixed-fee proportionately. The Contractor shall indicate on his invoices and on any contract data items for cost/schedule status all hours worked, both compensated and uncompensated.

SECTION H - SPECIAL CONTRACT REQUIREMENTS

H.1 NON-PERSONAL SERVICES (DEC 1998)

A. No personal services as defined in Part 37 of the FAR shall be performed under this contract. No Contractor employee will be directly supervised by the Government. All individual employee assignments and daily work direction shall be given by the Contractor's supervisor. If the Contractor believes any Government action or communication has been given that would create a personal services relationship between the Government and any Contractor employee, the Contractor shall promptly notify the Contracting Officer of this communication or action.

B. The Contractor shall not perform any inherently Governmental functions under this contract. No Contractor employee shall hold him or herself out to be a Government employee, agent, or representative. In all communications with third parties in connection with this contract, Contractor employees shall identify themselves as Contractor employees and specify the name of the company for which they work. In all communications with other Government Contractors in connection with this contract, the Contractor employee shall state that they have no authority to in any way change the contract and that if the other Contractor believes this communication to be a direction to change their contract, they should notify the Contracting Officer for that contract and not carry out the direction until a clarification has been issued by the Contracting Officer.

C. The Contractor shall ensure that all of its employees working on this contract are informed of the substance of this clause. Nothing in this clause shall limit the Government's rights in any way under any other provision of the contract, including those related to the Government's right to inspect and accept the services to be performed under this contract. The substance of this clause shall be included in all subcontracts at any tier.

H.2 GPO PRINTING REQUIREMENT (DEC 1998)

All printing funded by this contract will be accomplished in conformance with Title 44, United States Code, regulations of the Joint Committee on Printing, applicable provisions of appropriation acts, and applicable regulations issued by the Government Printing Office and the Department of Transportation.

H.3 INCIDENTAL HARDWARE/SOFTWARE (DEC 1998)

The acquisition of incidental hardware, software, or supplies may be appropriate on individual task orders in cases where the hardware/software is incidental to the performance of services to be provided under the task order, and the Government may require the Contractor to purchase hardware, software, and related supplies to support specific projects. Such requirements will be identified at the time a task order is issued or may be identified during the course of performance of a task order by the Government or Contractor. If the Contractor identifies a requirement for miscellaneous supplies within the scope of a task order, the Contractor shall submit to the Government a request for approval to purchase such materials. The

request shall include a description of the specific items, direct cost, indirect cost and rationale.

H.4 LEVEL OF EFFORT NOTIFICATION (DEC 1998)

A. The Contractor shall notify the Administrative Contracting Officer immediately in writing whenever it has reason to believe that:

(1) The level of effort that the Contractor expects to incur under any term type task in the next 30 days, when added to the level of effort previously expended in the performance of that task order, will exceed 75% of the level established for that task order;

(2) The level of effort required to perform a particular task order will be greater than the level of effort established for the task order.

B. Either the "Limitation of Cost" or the "Limitation of Funds" clause, depending on whether the task order is fully funded or not, applies independently to each task order under this contract and nothing in this clause amends the rights or responsibilities of the parties hereto under either of these two clauses. The notifications required by this clause are separate and distinct from any specified in the "Limitation of Cost" or "Limitation of Funds" clause.

H.5 TECHNOLOGY UPGRADE/REFRESHMENTS (DEC 1998)

After issuance of a task order, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the hardware, software, specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy, to satisfy increased data processing requirements, or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price or cost proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the task order. As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the task order which must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and price or cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software);
- (5) A statement of the time by which the task order modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of the task order including supporting rationale; and

- (6) Any effect on the task order completion time or delivery schedule shall be identified

The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has a right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

If the Government wishes to test and evaluate any item(s) proposed, the Contracting Officer will issue written directions to the Contractor specifying what item(s) is to be delivered, and the number of days (not to exceed 90 calendar days) that the item will be tested.

The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to the task order. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing task order.

If a proposal submitted pursuant to this clause is accepted and applied to this contract, the equitable adjustment increasing or decreasing the price, Cost-Plus-Fixed-Fee, or Cost-Plus-Award-Fee shall be in accordance with the procedures of the applicable "Changes" clause. The resulting task order modification will state that it is made pursuant to this clause.

H.6 ISSUANCE OF TASK ORDERS (OCT 2001)

(a) Under this contract, as firm work requirements materialize, within the period of performance set forth herein, and within the funds allotted hereunder, the Contracting Officer will direct the Contractor to perform work as generally described in Section C. The Contracting Officer will issue such directions to the Contractor in the form of Task Orders (TOs). Prior to issuance of any TO, the Contracting Officer will discuss with the Contractor the work to be performed, the timing thereof, and will negotiate the estimated cost thereof. In the event that agreement cannot be reached on the estimated v cost of any TO, the Contracting Officer may unilaterally determine the estimated cost of that TO. In such event, the Contractor may seek relief or remedies as set forth in the Disputes clause. Except as specifically provided herein, the Government makes no representation as to the number of Task Orders or the actual amount of work which will be assigned. The Contractor shall not perform any work hereunder nor incur any cost hereunder, until it receives a specific Task Order signed by the Contracting Officer. Each Task Order will contain as a minimum, the following:

1. Sequential number.
2. Type of Task Order Term or Completion
3. Statement of the problem.
4. Scope of work effort.
5. Reporting requirements.
6. Time schedule of performance.
7. Estimated level of effort to be expended.
8. Estimated cost.
9. Required signature.
10. Delivery, inspection and final acceptance points.

- (b) If a Task Order will culminate in a report the TO will specify the type of report and format required.

H.7 SALES TAX EXEMPTION (DEC 1998)

- (a) The Volpe National Transportation Systems Center, as part of the Department of Transportation, an agency of the United States, is an exempt purchaser. Accordingly, all purchases of personal property by this organization are exempt from state and local taxation.
- (b) The Contractor will be provided with Tax Exemption certificates for the purpose of obtaining an exemption from state sales tax for supplies purchased under this procurement (see each individual Task Order). Notwithstanding the terms of the Federal, State, and Local taxes clause, if the Tax Exempt Certificate is not honored by the state, the Contractor shall state separately on its invoices the amount of state sales tax, and the Government agrees to either pay the amount of the tax to the Contractor, or where the amount of the tax exceeds \$250.00, to provide evidence necessary to sustain the exemption.

H.8 HANDLING OF DATA (MAY 1999)

A. The Contractor and any of its subcontractors in performance of this contract may have need for access to and use of various types of data and information in the possession of the Government which the Government obtained under conditions that restrict the Government's right to use and disclose the data and information, or which may be of such a nature that its dissemination or use other than in the performance of this contract would be adverse to the interests of the Government or other parties. Therefore, the Contractor and its subcontractors agree to abide by any restrictive use conditions on such data and not to:

(1) Knowingly disclose such data and information to others without written authorization from the Contracting Officer, unless the Government has made the data and information available to the public; nor

(2) Use for any purpose other than the performance of this contract that data which bears a restrictive marking or legend.

B. In the event the work required to be performed under this contract requires access to proprietary data of other companies, the Contractor shall obtain agreements from such other companies for such use unless such data is provided or made available to the Contractor by the Government. Two copies of such company-to-company agreements shall be furnished promptly to the Contracting Officer for information only. These agreements shall prescribe the scope of authorized use or disclosure, and other terms and conditions to be agreed upon between the parties. It is agreed by the Contractor that any such data, whether obtained by the Contractor pursuant to the aforesaid agreement or from the Government, shall be protected from unauthorized use or disclosure to any individual, corporation, or organization so long as it remains proprietary.

C. Through formal training in company policy and procedures, the Contractor agrees to make employees aware of the absolute necessity to maintain the confidentiality of data and information, as required above, and further aware of the sanctions which may be imposed for divulging either the proprietary data of other companies or data that is obtained from the Government to anyone except as authorized. The Contractor shall obtain from each employee engaged in any effort connected with this contract an agreement, in writing, which shall in substance provide that such employee will not during his/her employment by the Contractor, or thereafter, disclose to others or use for his/her own benefit or the future benefit of any individual any trade secrets, confidential information, or proprietary/restricted data (to include Government "For Official Use Only") received in connection with the work under this contract. The Contractor shall furnish a sample form of this agreement to the Contracting Officer promptly after award.

D. The Contractor agrees to hold the Government harmless and indemnify the Government as to any cost/loss resulting from the unauthorized use of disclosure of third party data or software by the Contractor, its employees, subcontractors, or agents.

E. The Contractor agrees to include the substance of this provision in all subcontracts awarded under this contract. The Contracting Officer will consider case-by-case exceptions from this requirement for individual subcontracts in the event that

(1) the Contractor considers the application of the prohibitions of this provision to be inappropriate and unnecessary in the case of a particular subcontractor;

(2) the subcontractor provides a written statement affirming absolute unwillingness to perform absent some relief from the substance of this prohibition;

(3) use of an alternate subcontract source would reasonably detract from the quality of effort; and

(4) the Contractor provides the Contracting Officer timely written advance notice of these and any other extenuating circumstances.

F. Except as the Contracting Officer specifically authorizes in writing, upon completion of all work under this contract the Contractor shall return all such data and information obtained from the Government, including all copies, modifications, adaptations, or combinations thereof, to the Contracting Officer. Data obtained from another company shall be disposed of in accordance with the Contractor's agreement with that company, or, if the agreement makes no provision for disposition, shall be returned to that company. The Contractor shall further certify in writing to the Contracting Officer that all copies, modifications, adaptations or combinations of such data or information which cannot reasonably be returned to the Contracting Officer (or to a company) have been deleted from the Contractor's (and any subcontractor's) records and destroyed.

G. These restrictions do not limit the Contractor's (or subcontractor's) right to use and disclose any data and information obtained from another source without restriction.

H. As used herein, the term "data" has the meaning set forth in Federal Acquisition Regulations, clause 52.227-14, "Rights in Data - General," and includes, but is not limited to, computer software, as also defined in Clause 52.227-14.

H.9 TASK ORDER LIMITATIONS (DEC 1998)

(a) The issuance of Task Order(s)(TO)hereunder does not relieve the Contractor of its responsibilities under Clause 52.232-22, Limitation of Funds, and/or FAR 52.232-20, Limitation of Costs. The applicable clause, Limitation of Funds (LOF), for incrementally funded TOs and Limitation of Costs (LOC), for fully funded TOs apply to individual TOs as well as to the contract as a whole.

(b) Costs incurred under a TO shall relate only to the performance of the work called for in that TO. The level of effort or the funds allocated to a TO may not be applied to work under any other TO issued under the contract without the written authorization of the Contracting Officer.

(c) The term "TO" shall be substituted for "schedule" wherever the word appears in FAR clauses 52,232-20, Limitation of Cost, or 52.232-22, Limitation of Funds, as specified. In the event that fully funded work orders are issued under a TO, the provisions of the appropriate clauses shall apply to each work order as if it were a TO.

H.10 INSURANCE (DEC 1998)

See Section I - Contract Clause FAR 52.228-7, "Insurance-Liability to Third Persons (MAR 1996)."

A. The Contractor shall secure, pay the premiums for and keep in force until the expiration of this contract, and any renewal thereof, adequate insurance as provided below.

(1) Workman's compensation insurance as required by law of the State.

(2) Comprehensive bodily injury liability insurance with limits of not less than \$500,000 for each accident.

(3) Property damage liability with a limit of not less than \$100,000 for each accident.

(4) Automotive bodily injury liability insurance with limits of not less than \$200,000 for each person and \$500,000 for each accident, and property damage liability insurance, with a limit of not less than \$40,000 for each accident.

B. Each policy of insurance shall contain an endorsement that any cancellation or material change in the coverage adversely affecting the Government's interest shall not be effective unless the insurer or the Contractor gives written notice of cancellation or change to the Contracting Officer at least thirty (30) calendar days prior to the aforementioned actions. When the coverage is provided by self-insurance, the Contractor shall not change or decrease the coverage without the Administrative Contracting Officer's prior approval.

C. A certificate of each policy of insurance shall be furnished to the Contracting Officer within ten (10) days after notice of award certifying, among other things, that the policy contains the aforesaid endorsement. The insurance companies providing the above insurance shall be satisfactory to the Government. Notices of policy changes shall be furnished to the Contracting Officer.

SECTION I - CONTRACT CLAUSES

I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses, by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this /these address(es):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

52.202-1	Definitions.	DEC 2001
52.203-3	Gratuities.	APR 1984
52.203-5	Covenant Against Contingent Fees.	APR 1984
52.203-6	Restrictions on Subcontractor Sales to the Government.	JUL 1995
52.203-7	Anti-Kickback Procedures.	JUL 1995
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity.	JAN 1997
52.203-10	Price or Fee Adjustment for Illegal or Improper Activity.	JAN 1997
52.203-12	Limitation on Payments to Influence Certain Federal Transactions.	JUN 1997
52.204-4	Printed or Copied Double-Sided on Recycled Paper.	AUG 2000
52.209-6	Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment.	JUL 1985
52.211-5	Material Requirements.	AUG 2000
52.215-2	Audit and Records - Negotiation.	JUN 1999
52.215-8	Order of Precedence - Uniform Contract Format.	OCT 1997
52.215-10	Price Reduction for Defective Cost or Pricing Data.	OCT 1997
52.215-11	Price Reduction for Defective Cost or Pricing Data - Modifications.	OCT 1997
52.215-12	Subcontractor Cost or Pricing Data.	OCT 1997
52.215-13	Subcontractor Cost or Pricing Data - Modifications.	OCT 1997
52.215-14	Integrity of Unit Prices.	OCT 1997
52.215-15	Pension Adjustments and Asset Reversions.	DEC 1998
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other Than Pensions.	OCT 1997
52.215-21	Requirements for Cost or Pricing Data or Information Other Than Cost or Pricing Data - Modifications.	OCT 1997
52.216-7	Allowable Cost and Payment.	FEB 2002
52.216-8	Fixed Fee.	MAR 1999
52.216-18	Ordering	OCT 1995

For the purposes of this clause the blank(s) are completed as follows:

(a) Date of contract award and 36 months

52.216-19 Order Limitations. OCT 1995
for the purposes of this clause the blank(s) are completed as follows:
(a) \$ 5,000
(b) \$500,000
(b)(2) \$500,000
(b)(3) 15 days
(d) 10 days

52.216-22 Indefinite Quantity. OCT 1995
For the purposes of this clause the blank(s) are completed as follows:
(d) contractor shall not be required to make any deliveries under this contract after one year from the end date of the ordering period.

52.217-8 Option to Extend Services. NOV 1999
For the purposes of this clause the blank(s) are completed as follows:
(a) 30 days

52.217-9 Option to Extend the Term of the Contract. MAR 2000
For the purposes of this clause the blank(s) are completed as follows:
(a) 30 days
(b) 60 days
(c) 4 years

52.219-8 Utilization of Small Business Concerns. OCT 2000
52.219-9 Small Business Subcontracting Plan. OCT 2001
(OCT 2001) Alternate II

52.219-25 Small Disadvantaged Business Participation Program - Disadvantaged Status & Reporting OCT 1999

52.222-1 Notice to the Government of Labor Disputes. FEB 1997
52.222-2 Payment for Overtime Premiums JUL 1990

For the purpose of this clause the blank is completed as follows:
(a) Zero

52.222-3 Convict Labor. AUG 1996
52.222-4 Contract Work Hours and Safety Standards SEP 2000
Act - Overtime Compensation.

52.222-26 Equal Opportunity. FEB 1999
52.222-35 Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. DEC 2001

52.222-36 Affirmative Action for Workers with Disabilities. JUN 1998
52.222-37 Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans. DEC 2001

52.223-5 Pollution Prevention and Right-to-Know Information APR 1998
52.223-6 Drug-Free Workplace. MAY 2001
52.223-14 Toxic Chemical Release Reporting. OCT 2000
52.224-1 Privacy Act Notification. APR 1984
52.224-2 Privacy Act. APR 1984
52.225-1 Buy American Act - Balance of Payments Program - Supplies. FEB 2002
52.225-2 Buy American Act - North American Free Trade Agreement - Israeli Trade Act - Balance of Payments Program. FEB 2002
52.225-13 Restrictions on Certain Foreign Purchases. JUL 2000
52.226-1 Utilization of Indian Organizations and Indian-Owned Economic Enterprises. JUN 2000
52.227-1 Authorization and Consent. (JUL 1995) APR 1984
Alternate I

52.227-2	Notice and Assistance Regarding Patent and Copyright Infringement.	AUG 1996
52.227-3	Patent Indemnity.	APR 1984
52.227-12	Patent Rights - Retention by the Contractor (Long Form)	JAN 1997
52.227-14	Rights in Data - General. Alternates I, II, and III	JUN 1987
52.227-16	Additional Data Requirements	JUN 1987
52.227-19	Commercial Computer Software - Restricted Rights.	JUN 1987
52.228-7	Insurance - Liability to Third Persons.	MAR 1996
52.230-2	Cost Accounting Standards.	APR 1998
52.230-3	Disclosure and Consistency of Cost Accounting Practices.	APR 1998
52.230-5	Cost Accounting Standards - Educational Institution.	APR 1998
52.230-6	Administration of Cost Accounting Standards	NOV 1999
52.232-9	Limitation on Withholding of Payments.	APR 1984
52.232-17	Interest.	JUN 1996
52.232-20	Limitation of Cost.	APR 1984
"task order" is to be substituted for "Schedule" whenever that word appears in the clause		
52.232-22	Limitation of Funds.	APR 1984
"task order" is to be substituted for "Schedule" whenever that word appears in the clause.		
52.232-23	Assignment of Claims.	JAN 1986
52.232-25	Prompt payment.	FEB 2002
52.232-33	Payment by Electronic Funds Transfer - Central Contractor Registration.	MAY 1999
52.232-34	Payment by Electronic Funds Transfer - Other than Central Contractor Registration.	MAY 1999
52.232-35	Designation of Office for Government Receipt of Electronic Funds Transfer Information	MAY 1999
52.233-1	Disputes.	DEC 1998
52.233-3	Protest after Award. (AUG 1996) Alternate I	JUN 1985
52.242-1	Notice of Intent to Disallow Costs.	APR 1984
52.242-3	Penalties for Unallowable Costs.	MAY 2001
52.243-4	Certification of Final Indirect Costs	JAN 1997
52.242-13	Bankruptcy.	JUL 1995
52.243-2	Changes - Cost-Reimbursement. Alternate V	AUG 1987
52.244-2	Subcontracts.	AUG 1998
52.244-5	Competition in Subcontracting.	DEC 1996
52.245-1	Property Records.	APR 1984
52.245-5	Government Property (Cost-Reimbursement, Time-and-Material, or Labor-Hour Contracts).	JAN 1986
52.245-19	Government Property Furnished "As Is"	APR 1984
52.249-5	Termination for Convenience of the Government (Educational and Other Nonprofit Institutions).	SEP 1996
52.249-6	Termination (Cost-Reimbursement).	SEP 1996
52.249-14	Excusable Delays.	APR 1984
52.251-1	Government Supply Sources.	APR 1984
52.253-1	Computer Generated Forms.	JAN 1991

II TRANSPORTATION ACQUISITION REGULATION 48 CFR CHAPTER 12

1252.223-71	Accident and Fire Reporting.	OCT 1994
1252.242-72	Dissemination of Contract Information.	OCT 1994
1252.245-70	Government Property Reports.	OCT 1994

I.1 52.204-1 Approval of Contract. (DEC 1989)

This contract is subject to the written approval of the Chief, Contracts and Business Processes Branch, DTS-852, Volpe Center and shall not be binding until so approved.

I.2 52.215-19 Notification of Ownership Changes. (OCT 1997)

(a) The Contractor shall make the following notifications in writing:

(1) When the Contractor becomes aware that a change in its ownership has occurred, or is certain to occur, that could result in changes in the valuation of its capitalized assets in the accounting records, the Contractor shall notify the Administrative Contracting Officer (ACO) within 30 days.

(2) The Contractor shall also notify the ACO within 30 days whenever changes to asset valuations or any other cost changes have occurred or are certain to occur as a result of a change in ownership.

(b) The Contractor shall -

(1) Maintain current, accurate, and complete inventory records of assets and their costs;

(2) Provide the ACO or designated representative ready access to the records upon request;

(3) Ensure that all individual and grouped assets, their capitalized values, accumulated depreciation or amortization, and remaining useful lives are identified accurately before and after each of the Contractor's ownership changes; and

(4) Retain and continue to maintain depreciation and amortization schedules based on the asset records maintained before each Contractor ownership change.

(c) The Contractor shall include the substance of this clause in all subcontracts under this contract that meet the applicability requirement of FAR 15.408(k).

I.3 52.216-24 Limitation of Government Liability. (APR 1984)

(a) In performing this contract, the Contractor is not authorized to make expenditures or incur obligations exceeding []dollars.

(b) The maximum amount for which the Government shall be liable if this contract is terminated is []dollars.

I.4 52.244-6 Subcontracts for Commercial Items. (MAR 2001)

(a) Definitions. As used in this clause--

"Commercial item" has the meaning contained in the clause at 52.202-1, Definitions.

"Subcontract" includes a transfer of commercial items between divisions, subsidiaries, or affiliates of the Contractor or subcontractor at any tier.

(b) To the maximum extent practicable, the Contractor shall incorporate, and require its subcontractors at all tiers to incorporate, commercial items or non-developmental items as components of items to be supplied under this contract.

(c)(1) The following clauses shall be flowed down to subcontracts for commercial items:

(i) 52.219-8, Utilization of Small Business Concerns (OCT 2000) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$500,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (FEB 1999) (E.O. 11246).

(iii) 52.222-35, Affirmative Action for Disabled Veterans and Veterans of the Vietnam Era (APR 1998) (38 U.S.C. 4212(a)).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).

(v) 52.247-64, Preference for Privately Owned U.S.-Flagged Commercial Vessels (JUN 2000) (46 U.S.C. Appx 1241) (flowdown not required for subcontracts awarded beginning May 1, 1996).

(2) While not required, the Contractor may flow down to subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(c) The Contractor shall include the terms of this clause, including this paragraph (d), in subcontracts awarded under this contract.

I.5 TAR 1252.215-70 KEY PERSONNEL AND/OR FACILITIES (OCT 1994)

The personnel and/or facilities as specified below are considered essential to the work being performed hereunder and may, with the consent of the contracting parties, be changed from time to time during the course of the contract by adding or deleting personnel and/or facilities, as appropriate.

Prior to removing, replacing, or diverting any of the specified individuals or facilities, the contractor shall notify, in writing, and receive consent from, the CO reasonably in advance of the action and shall submit justification (including proposed substitutions) in sufficient detail to permit evaluation of the impact on this contract.

No diversion shall be made by the contractor without the written consent of the CO. The CO may ratify, in writing, the change and such ratification shall constitute the consent of the CO required by this clause.

The Key Personnel and/or Facilities under this Contract are:

- (1) Project Manager (To be specified at time of award of contract).
- (2) Senior Engineer (To be specified under individual task orders).

SECTION J - LIST OF ATTACHMENTS

Number	Title	No. of Pages
J.1	Labor Category Qualifications	1
J.2	Past Performance Evaluation Form	7
J.3	Client Authorization Letter	1
J.4	Hypothetical Task	1

**SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF
OFFERORS OR QUOTERS**

K.1 SIGNATURE - (MAY 1999)

By execution and submission of this statement, the undersigned acknowledges that he/she has reviewed and, where appropriate, has fully and accurately completed each of the certifications and/or representations contained in Section K of this solicitation for the purpose(s) set forth therein, and that he/she has been authorized to do so on behalf of the Offeror.

Signature

Typed Name, Title

Offeror

Date

K.2 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

**52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENT APR 1991
TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS**

52.222-21 PROHIBITION OF SEGREGATED FACILITIES FEB 1999

K.3 52.204-3 Taxpayer Identification. (OCT 1998)

(a) Definitions.

"Common parent," as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)," as used in this provision, means the number required by the Internal Revenue Service (IRS) to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b) All offerors must submit the information required in paragraphs (d) through (f) of this provision to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325(d), reporting requirements of 26 U.S.C. 6041, 6041A, and 6050M, and implementing regulations issued by the IRS. If the resulting contract is subject to the payment reporting requirements described in Federal Acquisition Regulation (FAR) 4.904, the failure or refusal by the offeror to furnish the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 U.S.C. 7701(c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) *Taxpayer Identification Number (TIN).*

☐ TIN: _____.

☐ TIN has been applied for.

☐ TIN is not required because:

☐ Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the United States and does not have an office or place of business or a fiscal paying agent in the United States;

☐ Offeror is an agency or instrumentality of a foreign government;

☐ Offeror is an agency or instrumentality of the Federal Government.

(e) *Type of organization.*

☐ Sole proprietorship;

☐ Partnership;

☐ Corporate entity (not tax-exempt);

☐ Corporate entity (tax-exempt);

☐ Government entity (Federal, State, or local);

☐ Foreign government;

☐ International organization per 26 CFR 1.6049-4;

☐ Other _____.

(f) *Common parent.*

☐ Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

☐ Name and TIN of common parent:

Name _____

TIN _____

(End of provision)

K.4 52.204-5 WOMEN-OWNED BUSINESS (OTHER THAN SMALL BUSINESS) (MAY 1999)

(a) Definition. Women-owned business concern, as used in this provision, means a concern that is at least 51 percent owned by one or more women; or in the case of any publicly owned business, at least 51 percent of its stock is owned by one or more women; and whose management and daily business operations are controlled by one or more women.

(b) Representation. (Complete only if the Offeror is a women-owned business concern and has not represented itself as a small business concern in paragraph (b)(1) of FAR 52.219-1, Small Business Program representations, of this solicitation.) The Offeror represents that it [] is a women-owned business concern.

K.5 52.209-5 Certification Regarding Debarment, Suspension, Proposed Debarment, and Other Responsibility Matters. (DEC 2001)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that -

(i) The Offeror and/or any of its Principals -

(A) Are * are not * presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have [*] have not [*], within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property; and

(C) Are [*] are not [*] presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph

(a)(1)(i)(B) of this provision.

(ii) The Offeror has [] has not [], within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principals," for the purposes of this certification, means officers; directors; owners; partners; and, persons having primary management or supervisory responsibilities within a business entity (e.g., general manager; plant manager; head of a subsidiary, division, or business segment, and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror nonresponsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

K.6 52.215-6 Place of Performance. (OCT 1997)

(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, [] intends, [] does not intend [*check applicable block*] to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent checks "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

Place of Performance
(Street Address, City,
State, County, Zip Code)

Name and Address of Owner
and Operator of the Plant
or Facility if Other than
Offeror or Respondent

K.7 52.219-1 SMALL BUSINESS PROGRAM REPRESENTATIONS (MAY 2001)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is - 541990

(2) The small business standard is \$6 million.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposed to furnish a product which it did not itself manufacture, is 500 employees.

(b) Representations. (1) The Offeror represents as part of its offer that it { } is, [] is not a small business concern.

(2) (Complete only if the Offeror represented itself as a small business concern in paragraph (b) (1) of this provision.) The Offeror represents, for general statistical purposes, that it [] is, [] is not, a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it [] is, [] is not a women-owned small business concern.

(4) (Complete only if the Offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The Offeror represents as part of its offer that it [] is, [] is not a veteran-owned small business concern.

(5) (Complete only if the Offeror represented itself as a veteran-owned small business concern in paragraph (b)(4) of this provision.) The Offeror represents as part of its offer that it [] is, [] is not a service-disabled veteran-owned small business concern.

(c) Definitions. As used in this provision--

"Service-disabled veteran-owned small business concern"--

(1) Means a small business concern--

(i) Not less than 51 percent of which is owned by one or more service-disabled veterans or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more service-disabled veterans; and

(ii) The management and daily business operations of which are controlled by one or more service-disabled veterans or, in the case of a veteran with permanent and severe disability, the spouse or permanent caregiver of such veteran.

(2) Service-disabled veteran means a veteran, as defined in 38 U.S.C. 101(2), with a disability that is service-connected, as defined in 38 U.S.C. 101(16).

"Small business concern" means a concern, including its affiliates, that is independently owned and operated, not dominant in the field of operation in which it is bidding on Government contracts, and qualified as a small business under the criteria in 13 CFR part 121 and the size standard in paragraph (a) of this provision.

"Veteran-owned small business concern" means a small business concern—

(1) Not less than 51 percent of which is owned by one or more veterans (as defined at 38 U.S.C. 101(2) or, in the case of any publicly owned business, not less than 51 percent of the stock of which is owned by one or more veterans, and

(2) The management and daily business operations of which are controlled by one or more veterans.

"Women-owned small business concern" means a small business concern—

(1) That is at least 51 percent owned by one or more women; or, in the case of any publicly owned business, at least 51 percent of the stock of which is owned by one or more women; and

(2) Whose management and daily business operations are controlled by one or more women.

(d) Notice. (1) If this solicitation is for supplies and has been set aside, in whole or in part, for small business concerns, then the clause in this solicitation providing notice of the set-aside contains restrictions on the source of the end items to be furnished.

(2) Under 15 U.S.C. 645(d), any person who misrepresents a firm's status as a small, HUBZone small, small disadvantaged, or women-owned small business concern in order to obtain a contract to be awarded under the preference programs established pursuant to section 8(a), 8(d), 9, or 15 of the Small Business Act or any other provision of Federal law that specifically references section 8(d) for a definition of program eligibility, shall--

(i) Be punished by imposition of fine, imprisonment, or both;

(ii) Be subject to administrative remedies, including suspension and debarment; and

(iii) Be ineligible for participation in programs conducted under the authority of the Act.

K.8 52.219-22 Small Disadvantaged Business Status (OCT 1999)

(a) General. This provision is used to assess an offeror's small disadvantaged business status for the purpose of obtaining a benefit on this solicitation. Status as a small business and status as a small disadvantaged business for general statistical purposes is covered by the provision at FAR 52.219-1, Small Business Programs Representation.

(b) Representations.

(1) General. The Offeror represents, as part of its offer, that it is a small business under the size standard applicable to this acquisition and either--

(i) It has received certification by the Small Business Administration as a small disadvantaged business concern consistent with 13 CFR 124, Subpart B; and

(A) No material change in disadvantaged ownership and control has occurred since its certification;

(B) Where the concern is owned by one or more disadvantaged individuals, the net worth of each individual upon whom the certification is based does not exceed \$750,000 after taking into account the applicable exclusions set forth at 13 CFR 124.104(c)(2); and

(C) It is identified, on the date of its representation, as a certified small disadvantaged business concern in the database maintained by the Small Business Administration (PRO-Net); or

(ii) It has submitted a completed application to the Small Business Administration or a Private Certifies to be certified as a small disadvantaged business concern in accordance with 13 CFR 124, Subpart B, and a decision on that application is pending, and that no material change in disadvantaged ownership and control has occurred since its application was submitted.

(2) For Joint Ventures. The Offeror represents, as part of its offer, that it is a joint venture that complies with the requirements at 13 CFR 124.1002(f) and that the representation in paragraph (b)(1) of this provision is accurate for the small disadvantaged business concern that is participating in the joint venture. [The Offeror shall enter the name of the small disadvantaged business concern that is participating in the joint venture:]

(c) Penalties and Remedies. Anyone who misrepresents any aspects of the disadvantaged status of a concern for the purposes of securing a contract or subcontract shall:

- (1) Be punished by imposition of a fine, imprisonment, or both;
- (2) Be subject to administrative remedies, including suspension and debarment; and
- (3) Be ineligible for participation in programs conducted under the authority of the Small Business Act.

K.9 52.222-22 Previous Contracts and Compliance Reports. (FEB 1999)

The offeror represents that -

- (a) It [] has, [] has not participated in a previous contract or subcontract subject the Equal Opportunity clause of this solicitation;
- (b) It [] has, [] has not filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by proposed subcontractors, will be obtained before subcontract awards.

K.10 52.222-25 Affirmative Action Compliance. (APR 1984)

The offeror represents that -

- (a) It [] has developed and has on file, [] has not developed and does not have on file, at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2); or
- (b) It [] has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

K.11 52.223-13 Certification of Toxic Chemical Release Reporting. (OCT 2000)

- (a) Submission of this certification is a prerequisite for making or entering into this contract imposed by Executive Order 12969, August 8, 1995.
- (b) By signing this offer, the offeror certifies that -

(1) As the owner or operator of facilities that will be used in the performance of this contract that are subject to the filing and reporting requirements described in section 313 of the Emergency Planning and Community Right-to-Know Act of 1986 (EPCRA) (42 U.S.C. 11023) and section 6607 of the Pollution Prevention Act of 1990 (PPA) (42 U.S.C. 13106), the offeror will file and continue to file for such facilities for the life of the contract the Toxic

Chemical Release Inventory Form (Form R) as described in sections 313(a) and (g) of EPCRA and section 6607 of PPA; or

(2) None of its owned or operated facilities to be used in the performance of this contract is subject to the Form R filing and reporting requirements because each such facility is exempt for at least one of the following reasons: *[Check each block that is applicable.]*

☐ (i) The facility does not manufacture, process, or otherwise use any toxic chemicals listed under section 313(c) of EPCRA, 42 U.S.C. 11023(c);

☐ (ii) The facility does not have 10 or more full-time employees as specified in section 313(b)(1)(A) of EPCRA, 42 U.S.C. 11023(b)(1)(A);

☐ (iii) The facility does not meet the reporting thresholds of toxic chemicals established under section 313(f) of EPCRA, 42 U.S.C. 11023(f) (including the alternate thresholds at 40 CFR 372.27, provided an appropriate certification form has been filed with EPA);

☐ (iv) The facility does not fall within Standard Industrial Classification Code (SIC) major groups 20 through 39 or their corresponding North American Industry Classification System (NAICS) sectors 31 through 33; or

☐ (v) The facility is not located within any State of the United States, the District of Columbia, the Commonwealth of Puerto Rico, Guam, American Samoa, the United States Virgin Islands, the Northern Mariana Islands, or any other territory or possession over which the United States has jurisdiction.

K.12 52.227-15 Representation of Limited Rights Data and Restricted Computer Software. (MAY 1999)

(a) This solicitation sets forth the work to be performed if a contract award results, and the Government's known delivery requirements for data (as defined in FAR 27.401). Any resulting contract may also provide the Government the option to order additional data under the Additional Data Requirements clause at 52.227-16 of the FAR, if included in the contract. Any data delivered under the resulting contract will be subject to the Rights in Data - General clause at 52.227-14 that is to be included in this contract. Under the latter clause, a Contractor may withhold from delivery data that qualify as limited rights data or restricted computer software, and deliver form, fit, and function data in lieu thereof. The latter clause also may be used with its Alternates II and/or III to obtain delivery of limited rights data or restricted computer software, marked with limited rights or restricted rights notices, as appropriate. In

addition, use of Alternate V with this latter clause provides the Government the right to inspect such data at the Contractor's facility.

(b) As an aid in determining the Government's need to include Alternate II or Alternate III in the clause at 52.227-14, Rights in Data - General, the offeror shall complete paragraph (c) of this provision to either state that none of the data qualify as limited rights data or restricted computer software, or identify, to the extent feasible, which of the data qualifies as limited rights data or restricted computer software. Any identification of limited rights data or restricted computer software in the offeror's response is not determinative of the status of such data should a contract be awarded to the offeror.

(c) The offeror has reviewed the requirements for the delivery of data or software and states [*offeror check appropriate block*] -

[] None of the data proposed for fulfilling such requirements qualifies as limited rights data or restricted computer software.

[] Data proposed for fulfilling such requirements qualify as limited rights data or restricted computer software and are identified as follows:

Note: "Limited rights data" and "Restricted computer software" are defined in the contract clause entitled "Rights in Data - General."

K.13 52.230-1 Cost Accounting Standards Notices and Certification. (JUN 2000)

Note: This notice does not apply to small businesses or foreign governments. This notice is in three parts, identified by Roman numerals I through III.

Offerors shall examine each part and provide the requested information in order to determine Cost Accounting Standards (CAS) requirements applicable to any resultant contract.

If the offeror is an educational institution, Part II does not apply unless the contemplated contract will be subject to full or modified CAS coverage pursuant to 48 CFR 9903.201-2(c)(5) or 9903.201-2(c)(6), respectively.

I. Disclosure Statement - Cost Accounting Practices and Certification

(a) Any contract in excess of \$500,000 resulting from this solicitation will be subject to the requirements of the Cost Accounting Standards Board (48 CFR Chapter 99), except for those contracts which are exempt as specified in 48 CFR 9903.201-1.

(b) Any offeror submitting a proposal which, if accepted, will result in a contract subject to the requirements of 48 CFR Chapter 99 must, as a condition of contracting, submit a Disclosure Statement as required by 48 CFR 9903.202. When required, the Disclosure Statement must be submitted as a part of the offeror's proposal under this solicitation unless the offeror has already submitted a Disclosure Statement disclosing the practices used in connection with the pricing of this proposal. If an applicable Disclosure Statement has already been submitted, the offeror may satisfy the requirement for submission by providing the information requested in paragraph (c) of Part I of this provision.

Caution: In the absence of specific regulations or agreement, a practice disclosed in a Disclosure Statement shall not, by virtue of such disclosure, be deemed to be a proper, approved, or agreed-to practice for pricing proposals or accumulating and reporting contract performance cost data.

(c) Check the appropriate box below:

☐ (1) *Certificate of Concurrent Submission of Disclosure Statement.* The offeror hereby certifies that, as a part of the offer, copies of the Disclosure Statement have been submitted as follows:

(i) Original and one copy to the cognizant Administrative Contracting Officer (ACO) or cognizant Federal agency official authorized to act in that capacity (Federal official), as applicable; and

(ii) One copy to the cognizant Federal auditor.

(Disclosure must be on Form No. CASB DS-1 or CASB DS-2, as applicable. Forms may be obtained from the cognizant ACO or Federal official and/or from the loose-leaf version of the Federal Acquisition Regulation.)

Date of Disclosure Statement: [Name and Address of Cognizant ACO or Federal Official Where Filed:]

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the Disclosure Statement.

☐ (2) *Certificate of Previously Submitted Disclosure Statement.* The offeror hereby certifies that the required Disclosure Statement was filed as follows:

Date of Disclosure Statement: []

Name and Address of Cognizant ACO or Federal Official Where Filed: []

The offeror further certifies that the practices used in estimating costs in pricing this proposal are consistent with the cost accounting practices disclosed in the applicable Disclosure Statement.

☐ (3) *Certificate of Monetary Exemption.* The offeror hereby certifies that the offeror, together with all divisions, subsidiaries, and affiliates under common control, did not receive net awards of negotiated prime contracts and subcontracts subject to CAS totaling \$50 million or more in the cost accounting period immediately preceding the period in which this proposal was submitted. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

☐ (4) *Certificate of Interim Exemption.* The offeror hereby certifies that (i) the offeror first exceeded the monetary exemption for disclosure, as defined in (3) of this subsection, in the cost accounting period immediately preceding the period in which this offer was submitted and (ii) in accordance with 48 CFR 9903.202-1, the offeror is not yet required to submit a Disclosure Statement. The offeror further certifies that if an award resulting from this proposal has not been made within 90 days after the end of that period, the offeror will immediately submit a revised certificate to the Contracting Officer, in the form specified under subparagraph (c)(1) or (c)(2) of Part I of this provision, as appropriate, to verify submission of a completed Disclosure Statement.

Caution: Offerors currently required to disclose because they were awarded a CAS-covered prime contract or subcontract of \$50 million or more in the current cost accounting period may not claim this exemption (4). Further, the exemption applies only in connection with proposals submitted before expiration of the 90-day period following the cost accounting period in which the monetary exemption was exceeded.

II. Cost Accounting Standards - Eligibility for Modified Contract Coverage

If the offeror is eligible to use the modified provisions of 48 CFR 9903.201-2(b) and elects to do so, the offeror shall indicate by checking the box below. Checking the box below shall mean that the resultant contract is subject to the Disclosure and Consistency of Cost Accounting Practices clause in lieu of the Cost Accounting Standards clause.

☐ The offeror hereby claims an exemption from the Cost Accounting Standards clause under the provisions of 48 CFR 9903.201-2(b) and certifies that the offeror is eligible for use of the Disclosure and Consistency of Cost Accounting Practices clause because during the cost accounting period immediately preceding the period in which this proposal was submitted, the offeror received less than \$50 million in awards of CAS-covered prime contracts and subcontracts. The offeror further certifies that if such status changes before an award resulting from this proposal, the offeror will advise the Contracting Officer immediately.

Caution: An offeror may not claim the above eligibility for modified contract coverage if this proposal is expected to result in the award of a CAS-covered contract of \$50 million or more or if, during its current cost accounting period, the offeror has been awarded a single CAS-covered prime contract or subcontract of \$50 million or more.

III. Additional Cost Accounting Standards Applicable to Existing Contracts

The offeror shall indicate below whether award of the contemplated contract would, in accordance with subparagraph (a)(3) of the Cost Accounting Standards clause, require a change in established cost accounting practices affecting existing contracts and subcontracts.

☐ yes ☐ no

**SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS OR
QUOTERS**

**L.1 FAR 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE
(FEB 1998)**

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The Offeror is cautioned that the listed provisions may include blocks that must be completed by the Offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the Offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these addresses):

<http://www.dot.gov/ost/m60/tamtar>
<http://farsite.hill.af.mil/vffar.htm>
<http://www.arnet.gov/far>

52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.	JUN 1999
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE.	APR 1991
52.215-1	INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION	MAY 2001
52.215-16	FACILITIES CAPITAL COST OF MONEY.	OCT 1997
52.237-10	IDENTIFICATION OF UNCOMPENSATED OVERTIME.	OCT 1997

**L.2 52.215-20 REQUIREMENTS FOR COST OR PRICING DATA OR INFORMATION
OTHER THAN COST OR PRICING DATA (OCT 1997) ALTERNATE IV (OCTOBER 1997)**

Submission of cost or pricing data is not required. Provide information described below:

See Cost/Business Proposal Instructions below.

L.3 52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of an indefinite-delivery/indefinite-quantity contract with task orders to be issued on a cost-plus-fixed-fee completion or cost-plus-fixed-fee term basis resulting from this solicitation.

L.4 52.233-2 SERVICE OF PROTEST (AUG 1996)

(a) Protests, as defined in Section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Jackson G. Rector, DTS-852
55 Broadway
Cambridge, MA 02142-1093

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

L.5 GENERAL INSTRUCTIONS

Inquiries. Any inquiries or correspondence pertaining to the Request for Proposal must be received not later than fourteen (14) calendar days after issuance of this solicitation. Address all written inquiries to:

U.S. Department of Transportation
RSPA/Volpe National Transportation Systems Center
Attn: Jackson G. Rector, DTS-852
55 Broadway
Cambridge, MA 02142

The envelope must reference the solicitation number and the mail code. Questions may also be submitted by email to rector@volpe.dot.gov or by facsimile at (617) 494-3024. Any questions received after this date will be answered only if determined by the CO to be in the best interest of the Government. **NO ORAL INQUIRIES WILL BE ANSWERED.** No question of any nature or form is to be directed to technical personnel. Any additions, deletions, or changes to this procurement will be made by amendment to the RFP. Each amendment will be identified by number and receipt thereof will be acknowledged by each Offeror. Consistent with the dissemination of the RFP, **any amendment will be posted on the Volpe Center Acquisition Management Division internet home page** (<http://www.volpe.dot.gov/procure/index.html>) and no paper copies will be mailed to prospective Offerors.

Offer Mailing Instructions. To facilitate proper handling of the offer or amendment thereof, it is imperative that the outermost envelope/packaging, which contains the offer/amendment, be addressed in the format presented in the "Issued by" Block on page 1 of this solicitation. Packages must be clearly labeled with the solicitation number and with a statement that the contents are "Proposal Data - To Be Opened By Addressee Only."

Proposal Submission and Number of Copies. Offerors are required to submit their proposal in two separate volumes as follows:

Volume I - Technical Proposal - This volume must include Staffing and Past Performance Information. Submit and original and four copies (total five copies).

Volume II - Cost/Business Proposal - This volume must consist of the attached Cost Proposal Tables and Forms and Small Business Subcontracting Plan. Submit an Original and three copies (total 4 copies).

Each volume should be complete in itself so that evaluation may be accomplished concurrently and evaluation of the non-cost factors may be made strictly on the basis of technical merit.

L.6 TECHNICAL PROPOSAL

Proposals must be structured in accordance with the instructions contained herein.

The Technical Proposal will be the most important factor in the evaluation of your offer and in the selection of a contractor. Therefore, it must be specific and complete. It must contain no reference to prices in order to permit strict evaluation of technical merit alone. While all the technical factors cannot be detailed in advance, the proposal must demonstrate a thorough understanding of the relevant issues, available databases and techniques.

Your technical proposal should be comprehensive and explicit. Elaboration of general corporate or company experience in non-related activities will detract from the quality of your proposal. All qualifications, experience, and capability should relate to the services required by the Statement of Work. Legibility, conciseness, completeness, clarity of content, coherence, and brevity are important since they will facilitate the Government's evaluation procedure and will also assure maximum credit being properly assigned to the various aspects of your proposal.

The Technical Proposal must include the following four (4) sections:

- (a) A detailed summary of qualifications and experience of the principal investigator (and/or Key Personnel) with emphasis on his/her experience within the past five (5) years in the areas relevant to this procurement.
- (b) A detailed summary of qualifications and experience of technical staff with emphasis on his/her/their experience within the past five (5) years in the areas relevant to this procurement
- (c) A listing of publications authored by the principal investigator and support staff relevant to this procurement.
- (d) The offeror's response to the Hypothetical Task included in this solicitation. The Offeror is not required to meet the requirements of this hypothetical task. However, the Offeror is required, for the purpose of evaluating the offeror's technical proposal to prepare (1) a program plan for the execution of this hypothetical task; (2) a labor-loading chart for the task; (3) a discussion of the issues, constraints, technical opportunities, potential methods and tools, and potential sources of data. (Please see section, "Evaluation Factors for Award.") In the absence of specific information deemed necessary by the Offeror, the Offeror may make assumptions provided they are reasonable in the context of the statement of work and are clearly stated in the response.

Past Performance

Offerors shall submit their past performance information as a separate part of their technical proposal which is clearly marked and identifiable.

- A. Each Offeror will be evaluated on its performance under existing and prior contracts, especially those for similar products or services. Performance information will be used both for responsibility determination and as an evaluation factor. References other than those provided by the Offeror may be contacted by the Government and the information received will be used in the evaluation of the offeror's past performance.
- B. The Offeror must include a list of all contracts and subcontracts ongoing or completed during the past three (3) years. Contracts listed must include all those entered into with the Federal Government and may include relevant contracts with agencies of the state and local governments and commercial customers. Include the following information for each contract or subcontract.
 - 1. Name and address of contracting activity.
 - 2. Contract number
 - 3. Contract type
 - 4. Total contract value
 - 5. Description of contract work
 - 6. Contracting Officer address and telephone number
 - 7. Contracting Officer Technical Representative address and telephone number
 - 8. Administrative Contracting Officer, if different from item 6, address and telephone number
 - 9. List of major subcontractors
 - 10. Assessment of relevance to requirements identified in this solicitation
 - 11. Any contractor past performance report issued by the contracting agency.
- C. The Offeror may provide information on problems encountered on the contracts and subcontracts identified above and corrective actions taken to resolve problems. Offerors should not provide general information on their performance. This will be obtained from the references.
- D. Offerors must send client authorization letters (see Section J) to all non-Federal Government references listed in their offer to assist in the timely processing of past performance evaluations. Client Authorization Letters should be mailed to individual references no later than five (5) working days after offer submission. The Offeror shall forward a copy of the Client Authorization Letter to the Contracting Office simultaneously with mailing it to the reference
- E. If the Offeror has no relevant past performance history, it must affirmatively so state. Offerors that state they have no relevant past performance history and Offerors that are unable to provide past performance reports after making all reasonable efforts will not be evaluated favorably or unfavorably under this criteria, in accordance with FAR 15.305.

In the case of a relatively new firm (i.e., established within the last 18 months), the Offeror may submit past performance information for contracts on which its corporate management has performed to supplement any past performance information for the firm itself; this shall be specifically noted in the proposal submission.

If the Offeror does not include past performance history or does not affirmatively state that no past performance history exists or can be obtained, the Offeror's proposal will be ineligible for award.

II. Business Management Proposal

a. It is contemplated that the Government, at its sole discretion, will award a contract as a result of this solicitation. The award will be for a level of effort of 20,000 labor hours of direct technical effort, to be expended over a period of four (4) years. This figure should include management efforts required to administer the Task Orders issued under the contract. A total technical labor of exactly 20,000 hours shall be proposed for evaluation purposes. Direct labor hours other than technical labor hours may be proposed if such labor is normally charged directly. However, the non-technical direct labor shall be so identified (i.e. administrative).

b. The following professional skill mix shall be used for cost estimating purposes over a four (4) year period. The direct labor hours are to be allocated equally of the four (4) year term.

Classification (or Equivalent)	Hours
Project Manager	1,000
Senior Engineer	9,000
Midlevel Engineer	9,000
Analyst/Programmer	1,000
 Total Direct Technical Labor	 20,000

If the Offeror proposes subcontracting effort and/or consultant effort, the professional hours proposed are considered a part of the above 20,000 hours. The Offeror shall prepare and submit a schedule listing professional hours offered according to the above classifications and hours.

Project Manager - A PhD in an engineering field directly related to the Statement of Work (SOW) functional areas of experimental testing and analytical modeling and simulation. A minimum of 12 years of significant responsibility in directly related disciplines and/or projects is required. At least 5 years (of the 12 years must reflect extensive and in-depth experience in a specific field directly related to the SOW.

Senior Engineer - An M.S or greater in an engineering field of study directly related to the SOW functional areas. A minimum of 8 years of progressively increasing responsibility in related disciplines and/or projects is required. At least 3 years (of the 8 years) must reflect extensive and in-depth experience in a specific field directly related to the SOW.

Midlevel Engineer - A Bachelor's Degree or greater in an engineering field of study related to the SOW functional areas. A minimum of 5 years of progressively increasing responsibility in directly related disciplines and/or projects is required.

Technician/Analyst/Programmer - Maintains programs, repairs, tests, and installs various types of equipment, including sensor instrumentation, test facilities and experimental configurations. Applies technical knowledge in determining equipment malfunctions, and applies skill in restoring equipment operations.

Response to Hypothetical Task

The sample hypothetical task set forth in Attachment J.4 is an example of a typical situation in which the Offeror could be tasked to respond to under this contract. The Offeror shall provide a written presentation appropriate for the scenario, including the following:

- The technical and management approach to the task.
- Demonstration of technical capabilities relevant to the task and experience with the subject matter and solutions to the work objectives.
- Task organizational structures, to include personnel by labor category, labor loadings, equipment, materials, other direct costs, etc.
- Proposed schedules for each listed task to be performed.
- Discussion on the cost accounting and control procedures.
- Any assumptions made.

L.7 COST/BUSINESS PROPOSAL INSTRUCTIONS - VOLUME II**L.7.1 INTRODUCTION**

All information relating to cost or pricing must be included in this volume of the proposal; under no circumstances shall cost or pricing data be included elsewhere.

The purpose of the Cost/Business Proposal is: to permit the Government to determine whether the proposed costs and fixed fee are fair and reasonable and whether the proposed costs demonstrate cost realism; to permit the Government to calculate probable cost for the first year of performance for comparison with other Offerors; to obtain factors that will be used during contract performance to calculate the maximum fixed fee on task orders; to determine whether the Offeror has outlined a plan to budget, monitor, and control contract costs during performance; and to assess the extent to which the Offeror intends to promote small business participation (applicable only to large businesses).

Although the task ordering period is four years, the Cost/Business Proposal instructions require that the estimated Government requirement be priced out for the first year only. Hours should be apportioned between the prime and its subcontractors in a manner consistent with the Offeror's technical proposal. The Government-estimated annual requirement is as follows:

Labor Category	Estimated Annual Requirement
Project Manager	225
Senior Engineer	2,250
Mid-level Engineer	2,250
Analyst/Programmer	250
Total Technical Hours	4,975
Administrative Support	250
Grand Total	5,225

Offerors should assume a cost proposal performance period of October 15, 2002 to October 14, 2003 (hereinafter referred to as the cost proposal performance period.) This is done because escalation is difficult to project accurately for a four-year period, and actual escalation during performance is not likely to be significantly different among Offerors if calculated in the same way.

The Government intends to make award based on initial offers. Consequently, the Offeror is advised that failure to provide the required schedules and supporting documentation may result in the rejection of its offer if it is in the Government's best interest, rather than opening discussions. It is the Offeror's responsibility to provide sufficient, meaningful information and clear, detailed supporting documentation so that the Government can complete its evaluation of the proposal.

(including any subcontractors) and accomplish the objectives stated above without additional correspondence or communication with the Offeror. Offerors should ensure the proposed fixed fee factors and amount proposed reflect the competitive nature of the procurement.

"Cost realism" means that the costs in an Offeror's proposal are realistic for the work to be performed, reflect a clear understanding of the requirements, and are consistent with the various elements of the Offeror's technical proposal. If the Contracting Officer determines that an Offeror's initially proposed costs do not reflect what it would reasonably cost that Offeror to perform the requirements, then the Contracting Officer may make adjustments to the proposed costs to determine probable cost.

If the instances described in the paragraphs below are applicable, an Offeror may request an exception by providing the information described in the following subparagraphs in place of submitting detailed "other than cost or pricing data." The Contracting Officer may request additional information, but only to the extent necessary to determine whether an exception is appropriate and whether the price is fair and reasonable.

(i) Identification of the law or regulation establishing the price offered. If the price is controlled under law by periodic rulings, reviews, or similar actions of a governmental body, attach a copy of the controlling document, unless it was previously submitted to the Contracting Office.

(ii) Commercial item (FAR 2.101) exception. For a commercial item exception, the Offeror shall submit, at a minimum, information on prices at which the same item or similar items have previously been sold in the commercial market that is adequate for evaluating the reasonableness of the price for this acquisition. Such information may include -

(a) For catalog items, a copy of or identification of the catalog and its date, or the appropriate pages for the offered items, or a statement that the catalog is on file in the buying office to which the proposal is being submitted. Provide a copy or describe current discount policies and price lists (published or unpublished), e.g., wholesale, original equipment manufacturer, or reseller. Also explain the basis of each offered price and its relationship to the established catalog price, including how the proposed price relates to the price of recent sales in quantities similar to the proposed quantities;

(b) For market-priced items, the source and date or period of the market quotation or other basis for market price, the base amount, and applicable discounts. In addition, describe the nature of the market;

(c) For items included on an active Federal Supply Service Multiple Award Schedule contract, proof that an exception has been granted for the schedule item.

(iii) The Offeror grants the Contracting Officer or authorized representative the right to examine, at any time before award, books, records, or documents, to verify any request for an exception under

this provision, and the reasonableness of price. For items priced using catalog or market prices, or law or regulation, access does not extend to cost or profit information or other data relevant to the Offeror's establishment of the prices to be offered in the catalog or marketplace.

(iv) If the Offeror is not granted an exception from the requirement to submit cost or pricing data, the detailed instructions should be followed.

To facilitate cost/business proposal preparation, a checklist is provided for use by the prime Offeror and each subcontractor. The Cost/Business Proposal Checklist, Schedule 1a, should be completed and submitted as part of the proposal.

If any of the cost/business proposal instructions appear incompatible with established/approved accounting practices, Offerors shall notify the CO within 14 calendar days of the issuance date of the RFP.

L.7.2 FORMAT

The Cost/Business Proposal shall be submitted in three sections as follows:

- Section I - Solicitation Documents
- Section II - Information Other Than Cost and Pricing Data
- Section III - Business Proposal

L.7.3 SECTION I - SOLICITATION DOCUMENTS

In this section, Offerors shall submit a completed and signed Standard Form SF 33 (Section A/page 1 of the solicitation), including acknowledgment of any amendments; and Representation, Certifications, and Other Statements of Offerors (Section K of the solicitation).

L.7.4 SECTION II - INFORMATION OTHER THAN COST AND PRICING DATA

In this section, Offerors will be provided with detailed instructions (Part 1) and an explanation of the Cost/Business Proposal Checklist and schedules (Part 2).

PART 1 - DETAILED INSTRUCTIONS

The Offeror shall submit a signed Proposal Cover Sheet (Schedule 1) and information other than cost and pricing data as set forth below. Summary data shall be placed on the Proposal Cover Sheet and Schedules 2 through 6 should support it. In addition, Offerors should ensure consistency between the technical and the Cost/Business Proposals. All costs, rates, factors, and calculations must be shown and supporting rationale and documentation included.

Accounting System Approval

The Government cannot make an award to an Offeror who does not have an accounting system approved for Government cost-type contracts. Offerors disclose on Schedule 2 the status of accounting system

approval. If an Offeror has had its accounting system disapproved, it must provide details. State when the review was performed, the reason(s) for disapproval, steps taken since disapproval, and why the system would now be approved. An Offeror who has not had its system reviewed is responsible for knowing what is required for approval; it should describe its accounting system; and it should explain why approval is likely. The Government may request accounting system reviews upon receipt of proposals.

Similarly, the Volpe Center cannot approve a cost-type subcontract to a proposed subcontractor that does not have an approved accounting system.

Labor

On Schedule 4, provide the proposed unburdened hourly labor rates for the labor categories defined in Attachment J.1, Personnel Requirements. Show calculations used to compute the proposed direct labor rates. Provide the basis and rationale for the labor rates proposed; for example, company-wide bidding rates, current salary data for named individuals, survey data, or anticipated new-hires, etc. Show how company categories are mapped to the RFP categories. Explain your approach and show how the educational and experience requirements in the RFP relate to your company categories.

Provide the current labor rates from payroll records and show those labor rates escalated to the cost proposal performance period for individuals whose resumes are provided in the technical proposal. If any individual's labor rate is 5 percent more or less than the proposed labor rate for that category, show calculations and provide a narrative addressing cost-realism for the proposed labor cost.

Uncompensated Overtime

All Offerors should state clearly whether or not uncompensated overtime is included in the proposal. Uncompensated overtime is defined in FAR 52.237-10 as "the hours worked without additional compensation in excess of an average of 40 hours per week by direct charge employees who are exempt from the Fair Labor Standards Act. Compensated personal absences such as holidays, vacations, and sick leave shall be included in the normal work week for purposes of computing uncompensated overtime hours."

If uncompensated overtime is used in this proposal, the Offeror must have an accounting system to record all hours worked. Show how it is incorporated into the proposal and its cost impact. Provide an explanation of your cost accounting treatment of uncompensated overtime and a copy of your policy.

If uncompensated overtime is proposed, Offerors will be required to provide uncompensated overtime hours during performance consistent with its proposal.

Administrative Labor

Administrative hours are provided at approximately 5 percent of technical hours. Offerors may adjust the 5 percent upward or downward but must provide rationale and verifiable support for the revision. Whether adjusted or not, Offerors must indicate what types of labor functions are billable as direct costs in accordance with established accounting practice.

Administrative functions that are not described and priced will not be billable during performance without prior CO approval.

Further, Offerors should describe the accounting treatment of the following labor functions: contract administration, subcontract administration, clerical activity, work status reporting, financial reporting, and project reporting.

Indirect Rates

Offerors are required to provide a schedule of their indirect rates and explain the allocation bases on Schedule 5.

Include all rates that the Offeror maintains in its accounting records that may be used during performance of this contract. Disregard those rates that the Contractor does not maintain, and use continuation sheets for additional rates whenever necessary.

Identify indirect rates that a Government audit agency has approved for forward pricing. If not approved, state the basis of the proposed rate (e.g., previous year's actuals, current fiscal year-to-date, business plan, etc.). Provide historical rate information, rationale, and other factors used to develop the proposed indirect rates used to cost the proposal. Also, provide actual expense pool amounts, allocation bases, and rates which have been submitted to the Defense Contract Audit Agency (DCAA) (or other cognizant Government audit agency) in your overhead rate proposal for establishing final indirect rates.

Cost ceilings may be required under this contract for the prime or one or more subcontractors. Offerors should review the situations described in FAR 42.707(b)(1) to determine whether or not ceilings should be utilized and, when appropriate, propose ceilings.

Subcontracts

The Government anticipates that subcontracts will be predominantly fixed unit price or cost-plus-fixed-fee. Subcontractors must submit a cost or price proposal in accordance with the Cost/Business Proposal instructions in this section. All subcontractors must follow the same cost proposal instructions as the prime, except where noted. Regardless of dollar value, subcontract proposals must be adequately documented to facilitate an evaluation of proposed costs.

Offerors that enter into subcontracts other than on a cost-reimbursement type basis may make appropriate adjustments to the instructions and schedules. Information as to the type of subcontract contemplated and documentation to show why their subcontract type is anticipated must be included. The guidance in FAR Part 16 should be followed.

It is the responsibility of the prime Contractor to review and evaluate the subcontract proposals and accompanying cost or pricing data and furnish the results of such review to the Government as part of the cost submission, regardless of whether the details are provided to the prime Offeror or separately to the Government. The prime's review should be as detailed as the information provided by the subcontractor directly to the prime permits. A subcontractor whose evaluation is considered insufficient by the Government, either because the data submitted to the Government is incomplete or because the prime fails to conduct and document a comprehensive evaluation, will be deleted from technical consideration and the prime's technical proposal may be evaluated without it.

Other Direct Costs (ODCs)

For proposal preparation purposes, Offeror's are to include the following for Other Direct Costs ODCs:

Travel	\$15,000
Equipment	\$50,000
Supplies	\$10,000

Additional costs that Offerors classify as "other direct costs" (ODCs) also vary from firm to firm. For any additional ODCs each Offeror and subcontractor must provide rationale for the estimates. The categories of cost must be identified. Only those costs that are described and priced out will be billable during performance without prior CO approval.

Escalation

State clearly the escalation factor used to escalate current labor rates to the cost proposal performance period and provide rationale.

Cost of Money

Attach supporting calculations if proposed.

Fixed Fee Objectives

The overall fixed fee percentages used in task order proposal preparation during performance may be less than, but may not exceed, the percentages shown in Schedule 3 and used to develop the fixed fee in Schedule 2.

All Offerors must complete Schedule 2 and 3. The total cost allocated must match the total cost indicated in Schedule 2, less the cost of money proposed, if any.

The Government may utilize the weighted guidelines method in TAM 1215.9 and its Appendix E to evaluate proposed fixed fee for reasonableness. The Offeror's Cost/Business Proposal should contain adequate data and rationale for any factors it wants considered for Contract Risk and Special Factors. There is minimal risk associated with other than the prime Contractor's effort, and the fixed fee proposed should reflect this. The managerial and technical efforts necessary for the prime Contractor to procure, compete and administer subcontracts may be considered.

PART 2 - EXPLANATION OF COST/BUSINESS PROPOSAL CHECKLIST AND SCHEDULES

NOTE: Offerors may modify these schedules (font size, portrait or landscape orientation, etc.) provided the requested information is furnished in similar format.

Cost/Business Proposal Checklist, Schedule 1a: Prime Offerors and subcontractors should complete and include the checklist in the proposal package.

Schedule 1: "Proposal Cover Sheet". Prime Offerors and subcontractors should complete.

Schedule 2: "Summary of Proposed Costs and Fixed Fee."

Schedule 3: "Establishment of Maximum Factors and Calculation of Proposed Amount for Fixed Fee." The maximum weights will be incorporated into the resulting contract for use during contract performance.

Schedule 4: "Summary of Direct Labor Cost and Cost Realism Information."

Schedule 5: "Indirect Rates and Factors."

Schedule 6: "Allocation of Labor Hours and Other Direct Costs for Contract Year One."

PART 3 - CHECKLIST AND SCHEDULES

Schedule 1a COST/BUSINESS PROPOSAL CHECKLIST	
	Page Number
Solicitation Documents	
Schedule 1: "Proposal Cover Sheet"	
Schedule 2: "Summary of Proposed Costs and Fixed Fee"	
Schedule 3: "Establishment of Maximum Factors and Calculation of Proposed Amount for Fixed Fee"	
Schedule 4: "Summary of Direct Labor Cost and Cost Realism Information" and supporting documentation and calculations for labor rates	
Schedule 5: "Indirect Rates and Factors" plus rationale and supporting documentation	
Schedule 6: "Allocation of Labor Hours and Other Direct Costs for Contract Year One"	
Rationale for administrative labor hours, if adjusted	
Information describing accounting treatment of administrative and clerical labor	
Statement concerning uncompensated overtime and additional information if proposed	
Estimate and rationale for Offeror-estimated Other Direct Costs	
Cost of Money supporting calculations, if proposed	
*Evaluations of subcontractor proposals	
*Factors for CO's consideration in weighted guidelines fee objective	
*Contract Cost Control Plan	
**Small Business Subcontracting Plan in accordance with FAR 52.219-9	

*Not applicable to subcontractors

**Not applicable to small businesses

Schedule 1

PROPOSAL COVER SHEET				1. SOLICITATION/CONTRACT/MODIFICATION NUMBER		
2a. NAME OF OFFEROR				3a. NAME OF OFFEROR'S POINT OF CONTACT		
2b. FIRST LINE ADDRESS				3b. TITLE OF OFFEROR'S POINT OF CONTACT		
2c. STREET ADDRESS				3c. TELEPHONE		3d. FACSIMILE
2d. CITY	2e.	2f. ZIP CODE		3e. AREA CODE		NUMBER
4. TYPE OF CONTRACT OR SUBCONTRACT (<i>Check</i>) FFP CPFF CPAF FPI CPIF OTHER				5. PRIME OFFEROR SUBCONTRACTOR		
6. ESTIMATED COST, FEE AND PROFIT INFORMATION						
A. ESTIMATED COST						
B. FIXED FEE						
C. PROFIT						
D. TOTAL PRICE						
7. PROVIDE THE FOLLOWING						
NAME OF COGNIZANT CONTRACT ADMINISTRATIVE AGENCY				NAME OF COGNIZANT GOVERNMENT AUDIT AGENCY		
STREET ADDRESS				STREET ADDRESS		
CITY	STATE	ZIP CODE		CITY	STATE	ZIP CODE
TELEPHONE	AREA CODE	NUMBER		TELEPHONE	AREA CODE	NUMBER
FACSIMILE	AREA CODE	NUMBER		FACSIMILE	AREA CODE	NUMBER
NAME OF CONTACT				NAME OF CONTACT		
PROPERTY SYSTEM Reviewed by cognizant contract administrative agency and determined acceptable Reviewed by cognizant contract administrative agency and determined not acceptable Never reviewed				APPROXIMATE DATE OF LAST AUDIT		
PURCHASING SYSTEM Reviewed by cognizant contract administrative agency and determined acceptable; Reviewed by cognizant contract; administrative agency and determined not acceptable Never reviewed				PURPOSE OF AUDIT (e.g. proposal review, establishment of billing rates, finalize indirect rates, etc.)		
				ACCOUNTING SYSTEM Audited and determined acceptable; Audited and determined not acceptable; Never audited		
				OFFEROR'S FISCAL YEAR		
8a. NAME OF OFFEROR (<i>Typed</i>)				9. NAME OF FIRM		
8b. TITLE OF OFFEROR (<i>Typed</i>)						
10. SIGNATURE				11. DATE OF SUBMISSION		

Schedule 2
SUMMARY OF PROPOSED COSTS AND FIXED FEE

Prime or subcontractor name: _____

Cost Category	Rates	Amount
Direct Labor		\$
Fringe Benefits *	%	\$
Overhead	%	\$
Other		\$
Subcontracts		\$
1.		\$
2.		\$
3.		\$
Total Subcontracts		\$
Offeror-Estimated ODC		\$
1.		\$
2.		\$
Total Offeror-Estimated ODC		\$
Subtotal		\$
G&A	%	\$
Cost of Money		\$
Total Costs		\$
Fixed Fee		\$
Total Cost and Fixed Fee		\$

* if separate from overhead

Schedule 3
ESTABLISHMENT OF MAXIMUM FACTORS AND CALCULATION OF PROPOSED AMOUNT FOR
FIXED FEE

Prime name: _____

Fixed Fee				
	Estimated Cost	Range	Assigned Weight	Fee Dollars
Subcontracts; Other Direct Costs; Equipment Usage or Rental Costs; Travel	\$	1-5%	%	\$
Direct Labor - Technical	\$	5-15%	%	\$
Direct Labor - Other	\$	5-15%	%	\$
All Indirect Costs	\$	6-8%	%	\$
Total	\$			
Cost Risk and Other Factors	\$	0-4%	%	\$
Total Fixed Fee				\$

Schedule 4
SUMMARY OF DIRECT LABOR COST
AND COST REALISM INFORMATION

Labor Category	Hours	Hourly Rate	Amount
Project Manager		\$	\$
Senior Engineer		\$	\$
Mid-level Engineer		\$	\$
Analyst/Programmer		\$	\$
Administrative Support		\$	\$
	Total Hours:		Total Direct Labor: \$

Labor Category:		Labor Rate from above: \$	
Resumed Person(s) Name(s)	Hours Proposed	Current Labor Rate	Escalated* Labor Rate

* Escalated to cost proposal performance period.

Schedule 5
INDIRECT RATES AND FACTORS

Prime or subcontractor Name: _____

Cost Element	Proposed Rate/Factor	Allocation Base
Labor Escalation		Not applicable
Fringe Benefits *		
Home Office Overhead		
Subcontract Burden * *		
ODC Burden **		
Other (specify)		
G & A		
Cost of Money		

* if separate from overhead

**if separate from G&A

Contractor Fiscal Year Ends: _____

Schedule 6

**ALLOCATION OF LABOR HOURS AND OTHER
DIRECT COSTS FOR CONTRACT YEAR ONE**

Prime Name: _____

Labor Category	Prime Offeror	Subcontractors			Total
		A	B	C	
Project Manager					225
Senior Engineer					2,250
Midlevel Engineers					2,250
Analyst/Programmers					250
Total Technical Hours					4,975
Administrative					250
Total Hours					5,225
RFP-stipulated ODC	\$	\$	\$	\$	\$

L.7.5 SECTION III - BUSINESS PROPOSAL

Contract Cost Control Plan

Describe the system and method used to track and control costs at the task order level, including cost incurred by subcontractors. Explain how potential cost overruns would be identified. Discuss accountability within your organization for tracking and controlling costs.

Subcontract Consent

All Offerors must comply with the consent requirements of FAR 52.244-2, Subcontracts. The Government will review proposals to ensure that the Offeror has addressed the applicable parts of FAR 44.202-2, Considerations. Since the Government intends to award without discussions, the initial submission must be fully documented. Any failure by an Offeror to fully document that it has met all FAR requirements for the analysis and review of a proposed subcontract such that the CO cannot give consent to a subcontract at the time of award will adversely affect that Offeror's chances for award of a contract under this solicitation.

Offerors are reminded that the successful Offeror, not the Government, will have a contract with any proposed subcontractor(s). The Offeror has the duty to document the reasonableness of the cost/price and to justify the placement of the subcontract even when information from a subcontractor is proprietary and must be submitted directly to the Government. It is the prime's duty to ensure that submissions to be made directly to the Government by a proposed subcontractor are, in fact, made. It is also primarily the Offeror's duty and not the Government's to ensure that the proposed fee under each subcontract does not exceed statutory limits and is reasonable. Other issues, such as unapproved accounting systems and indirect rates that are significantly lower or higher than rates approved for past years, must be resolved by the Offeror prior to the submission date for proposals. If ceilings on the indirect rates of a subcontractor are required, the Offeror must deal with this issue prior to the proposal submission date.

Offerors will have to use their best judgment in allocating labor hours between the prime and its various subcontractors for evaluation purposes. The percentage of involvement of each firm should be based on the Offeror's judgment as to how much each firm will be needed in order to cover the requirements of the SOW and in order to meet the Subcontracting Plan goals, if applicable. This allocation of hours will be evaluated under both the technical and cost proposals.

Since it is uncertain how much business each prime Contractor will receive under this contract, the amount of business that will be received under each subcontract for professional labor is even more uncertain. One proposed subcontractor may receive little or no work, and another may receive business far in excess of the hours evaluated under this solicitation. Therefore, most subcontracts for professional labor should be placed on an indefinite delivery/indefinite quantity basis.

The information required to be submitted by the Offeror in support of its review and evaluation of the subcontractor cost proposed for evaluation purposes under this solicitation can meet many of the requirements for

subcontract consent. The Offeror can justify the placement of a subcontract with a significantly higher maximum value under an IDIQ contract than the subcontract-evaluated cost under this solicitation. However, the maximum values for each subcontract must be somewhat consistent with the number of hours allocated by the prime to that firm for evaluation purposes under this solicitation. For example, the Offeror should reflect a significantly higher maximum value in its request for consent for a subcontractor allocated 1,000 hours for evaluation purposes than one listed for 100 hours. There is no overall ceiling on the maximum value of all subcontracts under a prime contract other than what is reasonable to cover the varied requirements under this contract.

The Government anticipates that subcontracts will be predominantly cost-plus-fixed-fee except for consultants, which will be either time-and-material or labor hour. The subcontract's contract type need not be consistent with the prime's contract type for each task order. For example, it is reasonable to expect that cost-plus-fixed-fee subcontracts will be issued under cost-plus-fixed-fee task orders. In addition, when justified, labor-hour or time-and-material subcontracts are allowed. Offerors are reminded that fees earned by subcontractors are reflected as part of subcontractor cost in the Offeror's cost proposal.

Information required for subcontract consent must be submitted as part of the cost/business proposal. However, the Offeror may refer to information in its cost proposal, if necessary, and need not repeat any review or analysis.

Subcontracting Plan

In accordance with FAR 52.219-9, Offerors that are not small business concerns shall submit a Small Business Subcontracting Plan. The plan must be submitted in accordance with FAR Part 19 and must comply with FAR 19.704. The Offeror shall show the subcontractor's business size, and the percentage and type of workload estimated to be subcontracted out. All cost and technical information must be included in the appropriate sections of the Offeror's proposal in addition to the submission of the subcontracting plan. The Government has established the following goals for this procurement:

Subcontract Awards

Percent of Dollars Awarded

Awards to Small Business	20%
Awards to Small Disadvantaged Business	10%
Awards to Women-Owned Small Business	5%
Awards to HUBZone Business	2%
Awards to Veteran-Owned Small Business	3%

SECTION M - EVALUATION FACTORS FOR AWARD

M.1 GENERAL

1. Basis for Award. It is the Government's intent to make award based upon initial offers without entering into discussions or negotiations. Award will be made to the responsive and responsible Offeror whose offer provides the greatest overall value to the Government, based on the technical proposal, the cost/business proposal, and other factors. While it is the Government's intent to make award based upon initial offers, the Government may, nevertheless, determine during the evaluation period that it is necessary to conduct discussions. In that case, the Contracting Officer will proceed to establish a competitive range and conduct negotiations with the firms in that range. The Government intends to make a single award from this solicitation.

M.2 TECHNICAL PROPOSAL EVALUATION

General. The technical proposal will consist of a written submission covering Past Performance and Staffing factors in which the Offeror will demonstrate Technical Understanding and Approach to Management, as described in detail in Section L.

Order of Importance. The Offeror's technical proposal will be evaluated in accordance with the criteria described below. It is most important that the Offeror direct its proposal to the given criteria and discuss each appropriately in response to the solicitation requirements. The Technical Proposal will be the most important factor in the evaluation of each offer and in the selection of the Contractor. Although the Technical Proposal is of highest significance in the overall evaluation, Offeror's are cautioned not to minimize the importance of the Business/Cost Proposal' since award will be made to the Offeror whose proposal is most advantageous to the Government after evaluation of both Technical and Business/Cost Proposals.

3. Technical Evaluation Criteria - in descending order of importance:

- A. Capability of the Organization and Personnel Qualifications
- B. Adequacy of response to hypothetical task
- C. Past Performance

3.1 Capability of the Organization and Personnel Qualifications

The offer will be evaluated on the demonstrated experience and skills of the Offeror in performing similar tasks. Emphasis will be placed on the credentials and experience of the individuals proposed as Key Personnel, the ability to complete tasks on time and in an environmentally sound manner, demonstrated work area capabilities, and available facilities to conduct required tasks as described in the Statement of Work. The Offeror must supply hardware performance capabilities of sled testing facility and associated high-speed data collection.

The offer will be evaluated on the total labor resources available and the experience and skills of senior staff.

3.2 Hypothetical Task

The response to the hypothetical task should serve as an example of the style and quality of written presentations typically provided by the Offeror.

The response to the hypothetical task will be evaluated for:

- (A) Overall presentation
- (B) Discussion of relevant issues/analysis of problem
- (C) Performance Plan - Schedule and Labor Distribution
- (D) Technical Proposal and Evaluation of Countermeasures

3.3 Past Performance.

The purpose of this criterion is to assess the ability of the Offeror to perform successfully based upon an evaluation of its relevant past performance history on tasks of the type and complexity described in the SOW. Only relevant past performance history will be considered.

If an Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the Offeror will not be rated favorably or unfavorably on past performance.

The Government will evaluate information on past performance by the Offeror and obtained from other entities.

The Offeror's relevant past performance history will be evaluated for the following subcriteria, which are of equal importance:

1. Quality of product or service
2. Timeliness
3. Problems encountered and resolution
4. Cost Control
5. Overall customer satisfaction

If the Offeror has affirmatively stated that it has no relevant past performance history, and there is no evidence to the contrary, the offer will not be evaluated favorably or unfavorably on past performance.

M.3 COST/BUSINESS PROPOSAL EVALUATION

The Offeror's proposal will be evaluated for compliance with the RFP instructions. Proposed costs will be evaluated to determine that they demonstrate cost realism. Fees and profit proposed will be evaluated for consistency with Federal regulations and may also be evaluated using weighted guidelines analysis techniques as described in the Transportation Acquisition Manual. A proposal that includes fee in excess of the statutory limits will be eliminated from consideration. The following forms the basis of the cost/business proposal evaluation and will be considered in the selection. These criteria are not necessarily in order of importance, nor will they be numerically scored.

1. Compliance with RFP instructions, including the completeness of the proposal packages and the extent to which the cost estimates and factors are clearly substantiated by the Offeror.
2. Realism of proposed costs. (NOTE: Proposed costs will be adjusted by the CO to reflect probable cost to the Government, and that "probable cost" will be used for purposes of evaluation to determine the best value to the Government in accordance with FAR 15.404-1(d).)
3. Reasonableness of the proposed fees and profit.
4. Acceptability of Cost Control Plan.

ATTACHMENT J.1 - LABOR CATEGORY QUALIFICATIONS**EQUIVALENCE**

A Ph.D. degree in a directly related discipline to the Statement of Work may replace twelve (12) years of professional experience.

A Master's degree in a directly related discipline to the Statement of Work may replace ten (10) years of professional experience.

Three (3) years of progressively responsible work experience in a field directly related to the Statement of Work may replace the Bachelor's degree requirement.

In addition, the contractor may, at the task order level and on a case-by-case basis, offer to the Contracting Officer a candidate with special or market-scarce skills/qualifications for consideration in any of the labor categories cited above.

SUMMARY TABLE OF LABOR CATEGORY QUALIFICATIONS AND EQUIVALENCES

Labor Category	Years of Experience	Degree
Project Manager	10	MS/Ph.D.
Senior Engineers	8	BS/MS/MBA
Midlevel Engineers	6	BS
Analysts/Programmers	4	BS

ATTACHMENT J.2 - PAST PERFORMANCE EVALUATION FORM

VOLPE NATIONAL TRANSPORTATION SYSTEMS CENTER PAST PERFORMANCE EVALUATION		
CONTRACTOR PERFORMANCE REPORT		
<input type="checkbox"/> Final <input type="checkbox"/> Interim - Period Report		From:
To:		
1. Contractor Name and Address: (Identify Division)	2. Contract /Task Number: <u>DTRS57</u> 3. Contract Value: <u>\$</u> (Base Plus Options) 4. Contract Award Date: _____ 5. Contract Completion Date: _____	
6. Type of Contract: (Check all that apply) - <input type="checkbox"/> FP <input type="checkbox"/> FPI <input type="checkbox"/> FP-EPA <input type="checkbox"/> CPFF Completion <input type="checkbox"/> CPFF - Term <input type="checkbox"/> CPIF <input type="checkbox"/> CPAF <input type="checkbox"/> ID/IQ <input type="checkbox"/> BOA <input type="checkbox"/> Requirements <input type="checkbox"/> Labor-Hour <input type="checkbox"/> T&M <input type="checkbox"/> SBSA <input type="checkbox"/> 8(a) <input type="checkbox"/> SBIR <input type="checkbox"/> Sealed Bid <input type="checkbox"/> Negotiated <input type="checkbox"/> Competitive <input type="checkbox"/> Non-Competitive		
7. Description of Requirement:		
8. Initial Ratings: (See Block 15 for Final Rating) Summarize contractor performance and circle in the column on the right of the number which corresponds to the performance rating for each rating category. Attach additional comments as necessary.		
a. Quality of Product/Service	Comments:	0 1 2 3 4
b. Cost Control	Comments:	0 1 2 3 4
c. Timeliness	Comments:	0 1 2 3 4
d. Business Relations	Comments:	0 1 2 3 4
e. Overall Satisfaction Rating	Comments	0 1 2 3 4
SOURCE SELECTION INFORMATION - SEE FAR 3.104		

VNTSC F 4200.7 (5/96)
OPI:85

CONTRACTOR PERFORMANCE REPORT INSTRUCTIONS

The Acquisition Division is responsible for the coordination and collection of Contractor Performance Reports. The Contracting Officer (CO) or Administrative Contracting Officer (ACO) will determine whether the report will be completed on a contractor task basis, and will coordinate completion of the attached report form with either the Contracting Officer's Technical Representative (COTR) or Technical Monitor delegated day-to-day responsibility for administration of the identified contractor or task order. This individual should consult with the CO/ACO where necessary to arrive at a consensus on the ratings to be awarded.

Section 42.1503 of the FAR requires that copies of these forms will be provided to the contractor, which must have an opportunity to respond and add comments to agency evaluations as described below. The Acquisition Division will perform this coordination function. Furthermore, the FAR requires that past performance evaluations be marked and treated as Source Selection Information and release of this information is prohibited except to Government personnel and the contractor whose performance is being evaluated. For these reasons, all outside inquiries concerning contractor past performance should be directed to the ACO, who will have access to the completed forms. Also, completed forms should be returned to the attention of the ACO/CO in a sealed envelope marked "Source Selection Sensitive"

COMPLETING THE FORM

Blocks 1 through 11 will be completed by the COTR or Technical Monitor, as applicable. Contact the ACO/CO if you require assistance or data in order to complete any of these blocks, especially blocks 1 through 6.

The Acquisition Division will be responsible for forwarding the completed form to the contractor for review and execution of blocks 12 and 13. The Acquisition Division will ensure blocks 14 through 16 are completed prior to filing in a secured location.

To Be Completed by COTR/Technical Monitor:

Top of Form:	Indicate whether the report is a final or interim (annual) report, and give dates for the period of time being covered. Prior to the ending date of the contract, all reports should be marked "Interim".
Block 1:	Identify the name and address of the prime contractor.
Block 2:	Identify contract number of the contract being evaluated. If evaluation is being conducted for a specific task, include the task number.
Block 3:	Contract value or task value, as applicable. Include all options whether or not exercised to date.
Block 4:	Identify date that contract was awarded or task issued.
Block 5:	Identify completion date for contract or task as applicable.
Block 6:	All items that apply to the contractor task should be checked.
Block 7:	Provide a clear and concise description of the work being done under the contract or task and the current level of funding. Attach additional sheet(s), if needed, to ensure the description is adequate for future source selection officials to determine relevance.

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(5/96)

OPI:85

SOURCE SELECTION INFORMATION - SEE FAR 3.104

9. Key Personnel: (Fill in as appropriate)				
Name/Title:		Period of Performance:		
_____		_____		
Comments: _____				
Name/Title:		Period of Performance:		
_____		_____		
Comments: _____				
Name/Title:		Period of Performance:		
_____		_____		
Comments: _____				
Name/Title:		Period of Performance:		
_____		_____		
Comments: _____				
10. Would you recommend this firm for award? Please explain.				
11. COTR/Program Manager/Tech Monitor Name (Printed): Signature				

Phone/FAX/Internet Address:				Date:
12. Contractor's Review: Were comments, rebuttals, or additional information provided: <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments: Number of pages: _____				
13. Reviewer's Name (Printed):		Signature		
_____		_____		
Phone/FAX/Internet Address:		Date:		
_____		_____		
14. Agency Review: Were contractor comments reviewed at a level above the Contracting Officer? <input type="checkbox"/> No <input type="checkbox"/> Yes Please attach comments. Number of pages: _____				
15. Final Ratings. Re-assess the Block 8 ratings based on contractor comments and agency review. Revise block 8 ratings, if appropriate.				
Quality _____	Cost Control _____	Timeliness _____	Business Relations _____	Customer Satisfaction _____
16. Contracting Officer's Name (Printed):		Signature		
_____		_____		
Phone/FAX/Internet Address:		Date:		
_____		_____		

SOURCE SELECTION INFORMATION - SEE FAR 3.104

Block 8 RATING DEFINITIONS

0 - Unsatisfactory - Performance failed to satisfy the minimum contract or task requirements, technical or otherwise. Areas of deficiency could include, but are not limited to: failure to meet schedules; failure to adequately estimate or control costs; inadequate staffing; lack of cooperation and responsiveness.

1 - Minimally Acceptable - Performance generally met minimum contract or task requirements, but significant issues arose which required expenditure of time or resources by the Government to ensure the requirements were met. Areas of re-work could include: late or incomplete deliverables; poor quality of work; lack of communication; cost control problems; contract administration problems.

2 - Satisfactory - Met all technical and administrative contract or task requirements. Minor issues arose which were resolved with minimal expenditure of time or resources.

3 - Good - Met all contract or task requirements and exceeded minimal requirements in some areas. No problems with quality, timeliness, or cost issues. Management was responsive.

4 - Exceptional - Performance significantly exceeded minimal technical requirements and met all other contract requirements. Areas in which performance was exceptional could include: early deliveries; creative approach; innovative technology; effective and proactive management and administration; commitment to customer satisfaction.

Block 8 - COMMENT ELEMENTS BY CATEGORY

(a) Quality of product/service

- (1) Compliance with contract or task requirements;
- (2) Accuracy of reports;
- (3) Appropriateness of contractor personnel assigned to the contract or task; and
- (4) Technical excellence of delivered supplies or services.

(b) Cost Control

- (1) Current, accurate, and complete billings;
- (2) The relationship of negotiated cost to actuals;
- (3) Cost containment initiatives; and
- (4) The number and cause of change orders issued.

(c) Timeliness of Performance

- (1) Whether the contractor met interim milestones;
- (2) Contractor's responsiveness to technical direction;
- (3) Contractor's responsiveness to contract change orders and administrative requirements;
- (4) Whether the contract/task was completed on time, including wrap-up and contract administration.

(d) Business Relations

- (1) Whether the contractor effectively managed the contract/task effort;
- (2) How responsive the contractor was to contract requirements;
- (3) How promptly the contractor notified the Government of problems;
- (4) Whether the contractor was reasonable and cooperative;
- (5) How flexible the contractor was;
- (6) Whether the contractor was proactive;
- (7) The effectiveness of contractor-recommended solutions; and
- (8) Whether the contractor effectively implemented socioeconomic programs, including compliance with subcontracting plan goals (for large business concerns).

Block 8: Circle the rating in the far right column that best describes the contractor's overall performance for each category. Comments and/or examples in sufficient detail to support the ratings must be provided. Attach additional comment sheets if needed. Definitions for each rating and a description of elements to consider when commenting on each category can be found at the end of these instructions.

Block 9: Identify the individual(s) primarily responsible for performance of the contract/task, not necessarily the persons identified as "Key Personnel" in the contractual document. Indicate how long each individual worked on the contract/task. If there were many individuals involved or many changes in these managers, a second page may be necessary. On the comments line, describe the key person's performance, attaching additional sheets when necessary.

Block 10: Explain why, given a choice, you would or would not recommend the contractor for an award to perform a similar contract or task.

Block 11: The COTR or Technical Monitor delegated responsibility for the day-to-day administration of the contract or task should sign this block, after consulting with the CO/ACO, where appropriate.

To be Completed by Contractor

Block 12: Block 12 must be completed to indicate that the contractor has been given the opportunity to review the evaluation.

The contractor will be provided with a copy of the completed evaluation form (including initial ratings) and attachments. The contractor has the right to submit to the CO comments, rebutting statements, or additional information which specifically addresses elements of the review. This response must be structured to clearly identify the specific category being addressed. This response must be delivered to the CO no later than 30 days after the mailing date on the evaluation form. In the event no response is received, the contractor will be deemed to have accepted the evaluation form as written.

Block 13: The contractor should sign this block to indicate that it has had an opportunity to review and comment on the ratings.

To be completed by the CO/ACO

Block 14: If the contractor accepts the ratings, they will be entered as Final Ratings in Block 15, no Agency Review is required, and the Contracting Officer's signature in Block 16 completes the process.

If the contractor objects to the initial ratings, a review will be undertaken by the CO, in consultation with the technical staff. If the CO does not concur in a modification, the matter will be reviewed at a level above the CO within the Acquisition Division, and a Final Rating determined by the Reviewing Official's Report, which will be attached to the Performance Report.

Block 15: If the initial ratings have been modified by either the CO or after Agency Review, insert the revised Final Ratings. If there has been no change to the initial ratings, insert the initial ratings.

Block 16: If agreement is reached on the ratings without an Agency Review, the CO will sign. If an Agency Review is carried out, the block must be signed by the Reviewing Official.

Attachment J.3

Client Authorization Letter

[Company Name]
[Street Address]
[City, State/Province Zip/Postal Code]
[Date]

[Recipient Name]
[Address]
[City, State/Province Zip/Postal Code]

Dear [Client]:

We are currently responding to the Volpe Center Request for Proposal No. DTRS57-02-R-20020, Restraint System Effectiveness and Related Studies. The Volpe Center is placing increased emphasis in its acquisitions on past performance as a source selection evaluation factor. The Volpe Center requires Offerors to inform references identified in proposals that the Volpe Center may contact them about contract performance information.

If you are contacted by the Volpe Center for information on work we have performed under contract for your company/agency/state/local Government, you are hereby authorized to respond to Volpe Center inquiries.

Your cooperation is appreciated. Please direct any questions to

_____.
(Offeror's point of contact)

Sincerely,
[Your name]
[Your position]

[Typist's initials]
Enclosure: [Number]

cc: [Name]

Attachment J.4

Hypothetical Task

Evaluation of Side Impact Injury Countermeasures

1. Objective

The objective of this task is to investigate recent changes in vehicle and restraint system design to reduce the potential for serious injuries in struck vehicles during side impacts. In recent years, new vehicles have been equipped with mode-specific countermeasures such as side impact door beams and side air bags. The goal of this task is to evaluate these countermeasures via various approaches, including but not limited to analysis of accident statistics, review of experimental data, and computational modeling techniques.

2. Performance Plan

The Contractor shall provide a Performance Plan in accordance with the requirements of the subject contract (see Item 1 in the "Items of Work" section of the Statement of Work) and the objectives of this task. The Contractor shall perform analyses sufficient for the preparation of the Performance Plan. The Performance Plan shall include a description of the recommended approach(es) and include a schedule and labor distribution that reflects this plan. The recommended approach should reflect a desire to (1) maximize the utility of existing resources, (2) maximize the value of the results generated, and (3) minimize the cost of the task. The data sought, possible uncertainties, ranges of relevant parameters and an estimate of the completeness of the study shall be provided.